HILL & ASSOCIATES BY: LEONARD K. HILL Identification No. 81849 1700 Market Street, Suite 3150 Philadelphia, PA 19103 (215) 567-7600

MAJOR JURY

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Attorney for Plaintif

Jose Castillo Plaintiff

VS.

Diallo, LLC

and **Bocar Diallo**

and

John Does (1-99) and

ABC Corporations (1-99)

Defendants

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY CIVIL TRIAL DIVISION

December Term, 2021

No.

CIVIL ACTION-COMPLAINT-MOTOR VEHICLE **NEGLIGENCE- 2V**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CONNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

> Philadelphia Bar Association Lawyer Referral and Information One Reading Center Philadelphia, PA 19107 (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suva sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN INMEDIATAMENTE. SI NO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIN\ENTE DE PAGAR TAL SERVICO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

> Asociacion De Licenciado De Filadelfia One reading Center Filadelfia, PA 19107 Telefono: (215) 238-1701

MAJOR JURY

HILL & ASSOCIATES BY: LEONARD K. HILL Identification No. 81849 1700 Market Street, Suite 3150 Philadelphia, PA 19103 (215) 567-7600

Attorney for Plaintiff

Jose Castillo	:	COURT OF COMMON PLEAS
3468 N Hope Street	:	PHILADELPHIA COUNTY
Philadelphia, PA 19140	:	CIVIL TRIAL DIVISION
	•	

Plaintiff

vs. : December Term, 2021

:

Diallo, LLC : No.

11216 Thienes Ave. : El Monte, CA 91733 :

and : Bocar Diallo :

11216 Thienes Ave. :

El Monte, CA 91733 :

and :
John Does (1-99) :
11216 Thienes Ave. :

El Monte, CA 91733 :

and :
ABC Corporations (1-99) :
11216 Thienes Ave. :

El Monte, CA 91733 :

Defendants :

GENERAL AVERMENTS

- 1. Plaintiff, Jose Castillo, is an individual citizen and resident of the Commonwealth of Pennsylvania, city of Philadelphia residing therein at the address shown in the caption.
- 2. Defendant, Diallo, LLC is a limited liability corporation regularly conducting business in the Commonwealth of Pennsylvania, City of Philadelphia with a principal place of business at the address shown in the caption.

- 3. Defendant, Bocar Diallo, is an individual citizen and resident of California, residing at the address shown in the caption.
- 4. Defendants, John Does (1-99), are the current and former officers, directors, agents, employees of defendants, their subsidiaries, parent companies, sister companies, successor companies, predecessor companies and / or otherwise related entities who made decisions related to the motor vehicle accident of December 12, 2019 in Philadelphia, Pennsylvania.
- 5. Defendants, ABC Corporations (1-99), are owners, operators, franchisees, other companies and / or otherwise related entities who made decisions related to the conduct, which led to the motor vehicle accident of December 12, 2019 in Philadelphia, Pennsylvania.
- 6. Pursuant to Pa. R. Civ. P. 2005, Defendants John Does (1-99) and ABC Corporations (1-99), are Doe designated defendants added to this action where their actual name/identity is unknown despite a reasonable and diligent search.
- 7. Plaintiff reserves the right to amend this Complaint and name said unknown individuals and/or entities, as aforementioned, as additional defendants pursuant to Pennsylvania Rules of Civil Procedure 2005 and 1033.
- 8. At all relevant times, all Defendants, were acting through their duly authorized agents, ostensible agents, servants, workmen and/or employees who were acting in the course and scope of their employment, and/or agency on behalf of said Defendants.
- 9. The motor vehicle accident between the Plaintiff and the Defendant took place on December 12, 2019, at/near the intersection of Roosevelt Blvd. and Tower Blvd. in Philadelphia, Pennsylvania.
- 10. On that date, Plaintiff Jose Castillo, was the driver of a vehicle traveling on Tower Blvd.

- 11. On that date, Defendant Bocar Diallo, was the driver of a large commercial trucking vehicle traveling on Roosevelt Blvd. crossing the intersection in front of Plaintiff Jose Castillo.
- 12. On that date, Defendant Bocar Diallo was the driver of the commercial trucking vehicle that was owned by Defendant Diallo, LLC, which was traveling on Roosevelt Blvd. crossing the intersection in front of Plaintiff Jose Castillo.
- 13. At all times relevant, Defendant Bocar Diallo was an employee, servant and/or workman of Defendant Diallo, LLC and was acting within the course and scope of his employment
- 14. On that date, Defendant Bocar Diallo caused, without warning, the commercial Peterbilt PRTB vehicle owned by Defendant Diallo, LLC to T-bone and/or crash head on to the vehicle operated by Plaintiff Jose Castillo.
- 15. As a result of the crash, Plaintiff Jose Castillo was violently thrown about inside of his vehicle.

COUNT I NEGLIGENT ENTRUSTMENT Jose Castillo vs. Diallo, LLC and ABC Corporations (1-99)

- 16. Paragraphs 1 through 15 of the Complaint are incorporated herein by reference.
- 17. Defendant, Diallo, LLC, owned the commercial Mitsubishi Fuso vehicle which Bocar Diallo, was operating at the time of the accident.
- 18. Defendant, Diallo, LLC, knew or should have known that Bocar Diallo, was incompetent to drive and would create an unreasonable risk of harm to others, such as the harm caused to the Plaintiff Jose Castillo on or about December 12, 2019.
- 19. Nonetheless, Defendant, Diallo, LLC, permitted Bocar Diallo to operate said motor vehicle, causing Plaintiff to sustain painful and severe injuries as described herein.

- 20. Plaintiff Jose Castillo, sustained painful and severe injuries to various parts of his body, which include but are not limited to the following: neck, middle back, lower back, head, upper and lower extremities, including multiple herniations in the cervical spine and lumbar spine.
- 21. By reason of the aforesaid injuries sustained by Plaintiff Jose Castillo has incurred medical expenses and has been advised, and therefore, avers that she may be forced to incur similar expenses in the future, and claim is made therefor.
- 22. As a result of the aforementioned injuries, Plaintiff Jose Castillo has undergone and in the future may undergo great physical and mental suffering, great inconvenience in carrying out his daily activities, loss of life's pleasures and enjoyment, and claim is made therefor.
- 23. As a result of the aforesaid injuries, Plaintiff Jose Castillo has been and in the future may be subject to great humiliation and embarrassment, and claim is made therefor.
- 24. As a result of the aforementioned injuries, Plaintiff Jose Castillo may have sustained work and/or wage loss and loss of work opportunity and may in the future suffer a permanent diminution of his earning power and capacity, and claim is made therefor.
- 25. Plaintiff Jose Castillo continues to be plagued by persistent pain and limitation and, therefore, avers that his injuries may be of a permanent nature, causing residual problems for the remainder of his lifetime, and claim is made therefor.
- 26. As a further result of the aforementioned incident, Plaintiff Jose Castillo suffered the partial and/or total loss of her vehicle that he was operating at the time of the incident, all to his great financial detriment and loss, and claim is made therefor.

Wherefore, Plaintiff, Jose Castillo, hereby demands judgment against Defendant, Diallo, LLC in an amount in excess of Fifty Thousand (\$50,000) Dollars.

COUNT II NEGLIGENCE Jose Castillo vs. All Defendants

- 27. Paragraphs 1 through 26 of the Complaint are incorporated herein by reference.
- 28. The foregoing accident and all of the injuries and damages set forth hereinafter sustained by Plaintiff Jose Castillo are the direct and proximate result of the negligent and careless manner in which Defendants operated their respective motor vehicles and *inter alia*, the following:
 - a. Failure to have his vehicle under such control as to be able to stop within the assured clear distance ahead:
 - b. Failure to keep alert and maintain a proper watch for the presence of other motor vehicles on the highway;
 - c. Failure to stay in his lane of travel;
 - d. Failure to travel at a safe speed;
 - e. Failure to yield the right—of-way to vehicles;
 - f. Failure to keep a proper watch for traffic on the highway;
 - g. Failure to drive his vehicle with due regard for the highway and traffic conditions which were existing and of which they were or should have been aware;
 - h. In being negligent *per se* by following Plaintiff's vehicle more closely than is reasonable and prudent in violation of 75 Pa. C.S.A. section 3310;
 - i. In being negligent *per se* by driving his vehicle at speed greater than reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing and at a speed greater than that which would have permitted him to bring his vehicle to a stop within the assured clear distance ahead, in violation of 75 Pa. C.S.A. section 3361;

- j. In being negligent *per se* by driving his vehicle at a speed in excess of the maximum speed limit in violation of 75 Pa. C.S.A. section 3362(a)(1.1);
- k. In being negligent *per se* by driving his vehicle too closely to the vehicle in front of him in violation of the Pennsylvania Department of Transportation Commercial Driver's Manual;
- 29. In failing to look and observe the lawful position of vehicles upon the highway and in failing to activate his lights or properly sound his horn or otherwise warn vehicles of his rapid approach.
- 30. Plaintiff Jose Castillo, sustained painful and severe injuries to various parts of his body, which include but are not limited to the following: neck, middle back, lower back, head, upper and lower extremities, including multiple herniations in the cervical spine and lumbar spine.
- 31. By reason of the aforesaid injuries sustained by Plaintiff Jose Castillo has incurred medical expenses and has been advised, and therefore, avers that she may be forced to incur similar expenses in the future, and claim is made therefor.
- 32. As a result of the aforementioned injuries, Plaintiff Jose Castillo has undergone and in the future may undergo great physical and mental suffering, great inconvenience in carrying out her daily activities, loss of life's pleasures and enjoyment, and claim is made therefor.
- 33. As a result of the aforesaid injuries, Plaintiff Jose Castillo has been and in the future may be subject to great humiliation and embarrassment, and claim is made therefor.
- 34. As a result of the aforementioned injuries, Plaintiff Jose Castillo may have sustained work and/or wage loss and loss of work opportunity and may in the future suffer a permanent diminution of her earning power and capacity, and claim is made therefor.

- 35. Plaintiff Jose Castillo continues to be plagued by persistent pain and limitation and, therefore, avers that her injuries may be of a permanent nature, causing residual problems for the remainder of her lifetime, and claim is made therefor.
- 36. As a further result of the aforementioned incident, Plaintiff Jose Castillo suffered the partial and/or total loss of her vehicle that she was operating at the time of the incident, all to his great financial detriment and loss, and claim is made therefor.

Wherefore, Plaintiff, Jose Castillo, hereby demands judgment against Defendants, in an amount in excess of Fifty Thousand (\$50,000) Dollars.

LEONARD K. HILL, ESQUIRE ATTORNEY FOR PLAINTIFF

VERIFICATION

The undersigned states that he/she is the plaintiff herein and verifies that the statements made in the foregoing <u>Complaint-Civil Action</u> is true and correct to the best of his/her knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

XSignature Lose CAST: 110

XPrint Name Lose CAST: 110

Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 10 of 136

J.F. TERRY ASSOCIATES, INC.
MULTI-LINE CLAIMS SERVICES

HOME OFFICE

P.O. Box 309 Newtown Square, PA 19073

FEIN #: 22-1864379

Phone: 877-429-2778 Fax: 866-398-9083 www.jfterry.com claims@jfterry.com

FINAL

American Sentinel Insurance Company

2222 W. Pinnacle Peak Rd. Suite 240

Phoenix, AZ 85027

INVOICE #: 21-11030-SV-1 INVOICE DATE: 11/22/2021 INVOICE DUE: 12/22/2021 ATTENTION: Vargas, Karla

CLAIM INFORMATION

INSURED: Diallo LLC
OUR FILE #: 21-11030-SV
YOUR FILE #: ASI-0001765,
ADJUSTER: Terry, Joe
LOSS DATE: 12/12/2019
LOSS UNIT: General Liability

BILLABLE ITEMS			
ITEM	QTY	RATE	PRICE
File Set Up	1	\$45.00	\$45.00
Hours	23	\$95.00	\$2,185.00
Mileage	100	\$0.50	\$50.00
Confidential Background Search	1	\$220.00	\$220.00
		SUBTOTAL:	\$2,500.00
		TAX & FEES:	\$0.00
	PAY TH	IIS AMOUNT:	\$2,500.00

Thank you for this assignment!

DELAWARE • MARYLAND • NEW JERSEY • NEW YORK • PENNSYLVANIA • CONNECTICUT • OHIO • VIRGINIA • FLORIDA

OUTSTANDING INVOICES ON THIS CLAIM				
Date of Invoice	Invoice #	Claimant	Invoice Total \$	Invoice Outstanding \$
No Other Outstanding Invoices on this Claim				

Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 11 of 136 Time Log for Invoice # 21-11030-SV-1

DATE	SERVICES	DESCRIPTION	HOURS
11/10/2021	Hours	Report to client.	1.00
11/15/2021	Hours	Travel time to residence of subject.	1.00
11/15/2021	Hours	Surveillance Investigation.	8.00
11/15/2021	Hours	Return travel to home office.	1.00
11/19/2021	Hours	Travel time to residence of subject.	1.00
11/19/2021	Hours	Surveillance Investigation.	8.00
11/19/2021	Hours	Return travel to home office.	1.00
11/22/2021	Hours	Report to client.	2.00
TOTAL			23.00

Non-Hourly Charges & Expense Log for Invoice # 21-11030-SV-1

DATE	SERVICES	DESCRIPTION	AMOUNT
11/10/2021	Comprehensive Background Research	Castillo, Jose.	\$220.00
11/15/2021	Mileage	Round trip mileage to residence of subject.	\$25.00
11/19/2021	Mileage	Round trip mileage to residence of subject.	\$25.00
SUBTOTAL			\$270.00

November 22, 2021

CONFIDENTIAL

AMERICAN SENTINEL INSURANCE COMPANY 2222 W. Pinnacle Peak Road, Suite 240 Phoenix, AZ 85027

ATTENTION: Ms. Karla Vargas, Claims Examiner

Your Claim No.: ASI-0001765 Insured: Diallo, LLC

Date of Loss: December 12, 2019

Claimant: Jose Castillo Our File No.: 21-11030-SV

Dear Ms. Vargas:

Enclosed for your review is our surveillance report. This report is confidential.

JOSE DAVID CASTILLO:

The claimant has been identified as:

Jose David Castillo 3468 N. Hope Street Philadelphia, PA 19140

Date of Birth: February 22, 1964

Social Security No.: 200-84-4648

INVESTIGATIVE SYNOPSIS

Monday, November 15, 2021, surveillance was conducted from 6:44am until 10:44am and initiated at the subject's residence located at 3468 North Hope Street, Philadelphia, PA 19140. Upon arrival, there was no subject activity observed and there were many vehicles parked in the area, but none could be associated with the subject at this time. At 7:48am, the subject exited the residence and walked to the rear of the property and retrieved a large piece of lumber and proceeded to strap it to the bed of a two tone Ford F-150, bearing PA tag# ZSX-6963 and then departed as the operator and sole occupant of the truck. The subject traveled to 2 building supply stores and then traveled to west Philadelphia where visual was lost of the subject's truck after the subject pulled over abruptly for a second time. The subject appeared to be looking for surveillance and was very suspicious of the investigator's vehicle. After a canvas met with negative results in relocating the subject or his truck, the investigator returned to the subject's residence in the hopes of documenting him returning. At 10:44am, with the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

Friday, November 19, 2021, surveillance was conducted from 6:42am until 2:42pm and initiated at the subject's residence located at 3468 North Hope Street, Philadelphia, PA 19140. Upon arrival, there was no subject activity observed and the subject's associated two tone Ford F-150, bearing PA tag# ZSX-6963 was present. A stationary surveillance position with a view of the residence and truck was secured. At 12:35pm, the subject arrived as the operator of a silver GMC Envoy, bearing PA tag# LKC-3876. There were two females and a few children that also appeared to be passengers. The subject exited the vehicle, walked out of view towards the rear of the vehicle and then walked to his residence and entered. A few moments later, the subject exited the residence, retrieved a wooden rocking chair from the vehicle and carried it into the residence. The subject again exited the residence and retrieved many bags from the vehicle and carried them into the residence, all in one trip. The subject then exited the residence, entered the GMC Envoy and departed the area. Visual of the subject's vehicle was lost near Front Street and Erie Avenue. Philadelphia, PA due to a traffic control device. After a canvas met with negative results in relocating the subject or his vehicle, the investigator returned to the subject's residence in the hopes of documenting him returning. At 2:42pm, with the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

PRELIMINARY INFORMATION

SUBJECT DESCRIPTION:



The subject is a 57-year-old Hispanic male.

RESIDENCE DESCRIPTION:



Your subject's current address located at 3468 North Hope Street, Philadelphia, PA is a 2-story end unit row-home that is light brown and tan in color.

VEHICLE INFORMATION:



The subject's associated vehicle is a two tone Ford F-150, bearing PA tag# ZSX-6963.

Note that the subject is also associated with a silver GMC Envoy, bearing PA tag# LKC-3876.

INVESTIGATION

MONDAY, NOVEMBER 15, 2021

We placed Islam Jose Castillo under surveillance to monitor his physical activity. On this date, we arrived at the subject's address in the early morning and established surveillance.

6:44AM

The investigator arrived at the address for the subject located at 3468 North Hope Street, Philadelphia, PA 19140. Upon arrival, there was no subject activity observed and there were many vehicles parked in the area, but none could be associated with the subject at this time.

7:48AM

The subject exited the residence and walked out of view towards the rear of the residence.

7:50AM



The subject retrieved a large piece of lumber from the rear of the residence and proceeded to strap it to the bed of a two tone Ford F-150, bearing PA tag# ZSX-6963



7:53AM



The subject was documented as he stood near the bed of the pickup truck and then walked out of view. Moments later, the subject was observed entering the driver's seat of the truck.

7:56AM



The subject's Ford F150 was documented as the subject remained seated with the vehicle as the engine warmed. Moments later, the subject departed the area.

8:04AM The subject arrived at D & S Supply Company, 4258 Macalester Street, Phila, PA and entered the building after parking.

8:08AM The subject entered his truck and departed the area.

8:21AM



The subject arrived at Strathmann's Lumber and Supply, 1801 East Lehigh Avenue, Philadelphia, PA.

After parking his truck, the subject briefly entered the office and was then documented walking from the office out of view towards the rear of the property.

8:26AM



The subject was observed looking around before eventually entering his truck and departing the area.

The subject has made a small purchase and appeared to hand an employee payment for the small item.

9:12AM The subject traveled to west Philadelphia where visual was lost of the subject's truck after the subject pulled over abruptly for a second time. The subject appeared to be looking for surveillance and was very suspicious of the investigator's vehicle.

9:30AM After a canvas met with negative results in relocating the subject or his truck, the investigator traveled back to the subject's residence in the hopes of documenting him returning.

10:31AM Mail was delivered to the subject's residence by a mail carrier from the USPS.

12:00PM No outside activity observed.

1:00PM No outside activity observed.

2:00PM No outside activity observed.

3:00 PM With the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

FRIDAY, NOVEMBER 19, 2021

We placed Jose Castillo under surveillance to monitor his physical activity. On this date, we arrived at the subject's address in the early morning and established surveillance.

6:42AM



The investigator arrived at the address for the subject located 3468 North Hope Street, Philadelphia, PA 19140.

Upon arrival, there was no subject activity observed and the subject's associated two tone Ford F-150, bearing PA tag# ZSX-6963 was present. A stationary surveillance position with a view of the residence and truck was secured.

12:35PM



The subject arrived as the operator of a silver GMC Envoy, bearing PA tag# LKC-3876.

There were two females and a few children that also appeared to be passengers. The subject exited the vehicle, walked out of view towards the rear of the vehicle.

12:37PM



The subject walked to his residence, unlocked the door, bent and picked up a few bags and entered the residence.

12:38PM



The subject exited the residence, retrieved a wooden rocking chair from the vehicle and carried it into the residence.

12:38PM



The subject again exited the residence and retrieved many bags from the vehicle and carried them into the residence, all in one trip.

12:40PM



The subject exited the residence, entered the GMC Envoy and departed the area.

12:44PM Visual of the subject's vehicle was lost near Front Street and Erie Avenue, Philadelphia, PA due to a traffic control device.

1:05PM After a canvas met with negative results in relocating the subject or his vehicle, the investigator returned to the subject's residence in the hopes of documenting him returning.

2:42PM With the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

End of Investigation

REMARKS

We have completed the initial request to place Jose Castillo under surveillance to document his physical activity.

The investigation into this matter is being suspended pending review from your office. Should you require anything further, please contact our office directly at your convenience.

Respectfully,

J.F. TERRY ASSOCIATES, INC. Jason Kreider

Investigator claims@jfterry.com

November 22, 2021

CONFIDENTIAL

AMERICAN SENTINEL INSURANCE COMPANY 2222 W. Pinnacle Peak Road, Suite 240 Phoenix, AZ 85027

ATTENTION: Ms. Karla Vargas, Claims Examiner

Your Claim No.: ASI-0001765 Insured: Diallo, LLC

Date of Loss: December 12, 2019

Claimant: Jose Castillo Our File No.: 21-11030-SV

Dear Ms. Vargas:

Enclosed for your review is our surveillance report. This report is confidential.

JOSE DAVID CASTILLO:

The claimant has been identified as:

Jose David Castillo 3468 N. Hope Street Philadelphia, PA 19140

Date of Birth: February 22, 1964

Social Security No.: 200-84-4648

INVESTIGATIVE SYNOPSIS

Monday, November 15, 2021, surveillance was conducted from 6:44am until 10:44am and initiated at the subject's residence located at 3468 North Hope Street, Philadelphia, PA 19140. Upon arrival, there was no subject activity observed and there were many vehicles parked in the area, but none could be associated with the subject at this time. At 7:48am, the subject exited the residence and walked to the rear of the property and retrieved a large piece of lumber and proceeded to strap it to the bed of a two tone Ford F-150, bearing PA tag# ZSX-6963 and then departed as the operator and sole occupant of the truck. The subject traveled to 2 building supply stores and then traveled to west Philadelphia where visual was lost of the subject's truck after the subject pulled over abruptly for a second time. The subject appeared to be looking for surveillance and was very suspicious of the investigator's vehicle. After a canvas met with negative results in relocating the subject or his truck, the investigator returned to the subject's residence in the hopes of documenting him returning. At 10:44am, with the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

Friday, November 19, 2021, surveillance was conducted from 6:42am until 2:42pm and initiated at the subject's residence located at 3468 North Hope Street, Philadelphia, PA 19140. Upon arrival, there was no subject activity observed and the subject's associated two tone Ford F-150, bearing PA tag# ZSX-6963 was present. A stationary surveillance position with a view of the residence and truck was secured. At 12:35pm, the subject arrived as the operator of a silver GMC Envoy, bearing PA tag# LKC-3876. There were two females and a few children that also appeared to be passengers. The subject exited the vehicle, walked out of view towards the rear of the vehicle and then walked to his residence and entered. A few moments later, the subject exited the residence, retrieved a wooden rocking chair from the vehicle and carried it into the residence. The subject again exited the residence and retrieved many bags from the vehicle and carried them into the residence, all in one trip. The subject then exited the residence, entered the GMC Envoy and departed the area. Visual of the subject's vehicle was lost near Front Street and Erie Avenue. Philadelphia, PA due to a traffic control device. After a canvas met with negative results in relocating the subject or his vehicle, the investigator returned to the subject's residence in the hopes of documenting him returning. At 2:42pm, with the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

PRELIMINARY INFORMATION

SUBJECT DESCRIPTION:



The subject is a 57-year-old Hispanic male.

RESIDENCE DESCRIPTION:



Your subject's current address located at 3468 North Hope Street, Philadelphia, PA is a 2-story end unit row-home that is light brown and tan in color.

VEHICLE INFORMATION:



The subject's associated vehicle is a two tone Ford F-150, bearing PA tag# ZSX-6963.

Note that the subject is also associated with a silver GMC Envoy, bearing PA tag# LKC-3876.

INVESTIGATION

MONDAY, NOVEMBER 15, 2021

We placed Islam Jose Castillo under surveillance to monitor his physical activity. On this date, we arrived at the subject's address in the early morning and established surveillance.

6:44AM

The investigator arrived at the address for the subject located at 3468 North Hope Street, Philadelphia, PA 19140. Upon arrival, there was no subject activity observed and there were many vehicles parked in the area, but none could be associated with the subject at this time.

7:48AM

The subject exited the residence and walked out of view towards the rear of the residence.

7:50AM



The subject retrieved a large piece of lumber from the rear of the residence and proceeded to strap it to the bed of a two tone Ford F-150, bearing PA tag# ZSX-6963



7:53AM



The subject was documented as he stood near the bed of the pickup truck and then walked out of view. Moments later, the subject was observed entering the driver's seat of the truck.

7:56AM



The subject's Ford F150 was documented as the subject remained seated with the vehicle as the engine warmed. Moments later, the subject departed the area.

8:04AM The subject arrived at D & S Supply Company, 4258 Macalester Street, Phila, PA and entered the building after parking.

8:08AM The subject entered his truck and departed the area.

8:21AM



The subject arrived at Strathmann's Lumber and Supply, 1801 East Lehigh Avenue, Philadelphia, PA.

After parking his truck, the subject briefly entered the office and was then documented walking from the office out of view towards the rear of the property.

8:26AM



The subject was observed looking around before eventually entering his truck and departing the area.

The subject has made a small purchase and appeared to hand an employee payment for the small item.

9:12AM The subject traveled to west Philadelphia where visual was lost of the subject's truck after the subject pulled over abruptly for a second time. The subject appeared to be looking for surveillance and was very suspicious of the investigator's vehicle.

9:30AM After a canvas met with negative results in relocating the subject or his truck, the investigator traveled back to the subject's residence in the hopes of documenting him returning.

10:31AM Mail was delivered to the subject's residence by a mail carrier from the USPS.

12:00PM No outside activity observed.

1:00PM No outside activity observed.

2:00PM No outside activity observed.

3:00 PM With the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

FRIDAY, NOVEMBER 19, 2021

We placed Jose Castillo under surveillance to monitor his physical activity. On this date, we arrived at the subject's address in the early morning and established surveillance.

6:42AM



The investigator arrived at the address for the subject located 3468 North Hope Street, Philadelphia, PA 19140.

Upon arrival, there was no subject activity observed and the subject's associated two tone Ford F-150, bearing PA tag# ZSX-6963 was present. A stationary surveillance position with a view of the residence and truck was secured.

12:35PM



The subject arrived as the operator of a silver GMC Envoy, bearing PA tag# LKC-3876.

There were two females and a few children that also appeared to be passengers. The subject exited the vehicle, walked out of view towards the rear of the vehicle.

12:37PM



The subject walked to his residence, unlocked the door, bent and picked up a few bags and entered the residence.

12:38PM



The subject exited the residence, retrieved a wooden rocking chair from the vehicle and carried it into the residence.

12:38PM



The subject again exited the residence and retrieved many bags from the vehicle and carried them into the residence, all in one trip.

12:40PM



The subject exited the residence, entered the GMC Envoy and departed the area.

12:44PM Visual of the subject's vehicle was lost near Front Street and Erie Avenue, Philadelphia, PA due to a traffic control device.

1:05PM After a canvas met with negative results in relocating the subject or his vehicle, the investigator returned to the subject's residence in the hopes of documenting him returning.

2:42PM With the subject not arriving and his current whereabouts unknown, surveillance efforts were discontinued for the day.

End of Investigation

REMARKS

We have completed the initial request to place Jose Castillo under surveillance to document his physical activity.

The investigation into this matter is being suspended pending review from your office. Should you require anything further, please contact our office directly at your convenience.

Respectfully,

J.F. TERRY ASSOCIATES, INC. Jason Kreider

Investigator claims@jfterry.com

Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 30 of 136



Subscriber Name

Subscriber Code/Market: I 9005164 17 03 **Results Issued:** 11/10/21 08:06 CT

INPUT PARAMETERS FOR PRIMARY SUBJECT

Reference ID: EB74-1AFA-BADB-C315-1193

Effective: 3/13

SSN: Name:

Current Address:

TRANSUNION CONSUMER CREDIT REPORT

CASTILLO , JOSE

Also Known As: SSN: 200-84-4648 Phone: In File Since: 12/12

CASTILO, JOSE Date of Birth: 02/64

Current Address:Previous Address:Previous Address:3468 N. HOPE ST.510 79TH ST.3034 N. 6TH ST.PHILADELPHIA PA. 19140NORTH BERGEN NJ. 07047PHILADELPHIA PA. 19133

Reported 3/19 Reported 4/18

EMPLOYMENT

 VOYAGER
 Position:
 TRUCK DRIVER
 Start:
 In File Since:
 9/16

 End:
 Effective:
 9/16

CONSTRUCTION WALKER

Position:

Start:

In File Since: 3/13

End:

TRADES •

CAPITAL ONE (B 01DTV001) Account #517805870026 Account Rating R01

Type: REVOLVING Credit Limit: \$6,500 Balance: \$375 Opened: 8/15
Loan Type: CREDIT CARD High Credit: \$4,058 Past Due: \$0 Paid:

Responsibility: I Terms: MIN25 Last Payment: Closed:

Remarks: Charge Off: Verified: 10/21

Late Payments 0 0 Delinquency Maximum: Payment Pattern Months 1-12: 111111111111

(48 Months) 30 60 90 Amount: Months 13-24: 111111111111

Date: Months 25-36: 11X111111111

Months 37-48: 111111111111

SYNCB/PPC (B 0999221L) Account #604419217309 Account Rating R01

Type: REVOLVING Credit Limit: \$1,250 Balance: \$0 Opened: 4/17

Loan Type: CREDIT CARD High Credit: \$564 Past Due: \$0 Paid: 9/17

Responsibility: | Terms: Last Payment: Closed: 11/20

Remarks: INACTIVE ACCOUNT Charge Off: Verified: 3/21

Date:

Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 31 of 136

TRANSUNION CONSUMER CREDIT REPORT

Results Issued: 11/10/21 08:06 CT Page: 2 of 2

REPORT SERVICED BY •

TRANSUNION (800) 888-4213 P.O. BOX 1000, CHESTER, PA 19022 CONSUMER DISCLOSURES CAN BE OBTAINED ONLINE THROUGH TRANSUNION AT: HTTP://WWW.TRANSUNION.COM



November 10, 2021

AMERICAN SENTINEL INSURANCE COMPANY 2222 W. Pinnacle Peak Road, Suite 240 Phoenix, AZ 85027

ATTENTION: Ms. Karla Vargas, Claims Examiner

Your Claim No.: ASI-0001765 Insured: Diallo, LLC

Date of Loss: December 12, 2019

Claimant: Jose Castillo Our File No.: 21-11030-SV

Dear Ms. Vargas:

Enclosed for your review is our Comprehensive Background Search Report.

ASSIGNMENT:

We received this assignment directly from your office on Tuesday, November 9, 2021. We were requested to conduct a Surveillance Investigation and Background Search into the claimant, Jose David Castillo.

JOSE DAVID CASTILLO:

The claimant has been identified as:

Jose David Castillo 3468 N. Hope Street Philadelphia, PA 19140 DOB: February 22, 1964

SSN: 200-84-4648

CRIMINAL RECORDS:

The following Criminal Record is associated with the claimant, Jose David Castillo.

Charges Filed Date: January 21, 2014 Offense Description: Improper Turn

Case No.: GT14000152-00

Crime Type: Traffic Classification: Infraction Offense Code: 46.2-846 Degree of Offense: Infraction

Court: King William Virginia General District Court

Court Costs: \$96.00 Fines: \$50.00

Disposition: Guilty

CIVIL INFORMATION:

We have developed the following civil information on the claimant, Jose David Castillo.

United States Corporate Affiliations:

The claimant has registered the following business under his name.

Business Name: Canaan Transportation Limited Liability Company

Address: 510 79th Street, North Bergen, NJ 07047

Filing No.: 450224579

Corporation Type: Corporation

Registration Type: Domestic Limited Liability Company

Filing Date: December 18, 2017

Status: Active

Registered Agent: Jose David Castillo

Additional Civil Information:

The claimant does not have any Bankruptcy Records.

The claimant does not have any Liens.

The claimant does not have any Judgments.

The claimant does not have any Professional Licenses or Professional Affiliations.

The claimant does not have any United States Corporate or Business Affiliations.

The claimant does not have any UCC Filings.

The claimant does not have any Hunting or Weapon Permits.

The claimant is not currently registered to vote.

The claimant does not have any marriages on his Record.

FINANCIAL INFORMATION:

We have developed the following financial information on the claimant, Jose David Castillo.

Employer:

The last known employer for the claimant is identified as Canaan Transportation Limited Liability Company, 510 79th Street, North Bergen, NJ 07047.

Property Information:

The claimant does not currently own any property.

The claimant has not previously owned any property.

The claimant does not have any Property Foreclosures or Evictions on his Record.

Address History:

We have developed the following Address History for the claimant.

3468 N. Hope Street Philadelphia, PA 19140

Dates Active: March 26, 2019 through November 10, 2021

510 79th Street

North Bergen, NJ 07047

Dates Active: March 30, 2018 through November 3, 2021

3034 N. 6th Street Philadelphia, PA 19133

Dates Active: September 23, 2015 through August 7, 2018

508 W. Cumberland Street Philadelphia, PA 19133

Dates Active: October 19, 2011 through September 11, 2015

1031 S. Duke Street Lancaster, PA 17602

Dates Active: December 1, 2012 through April 7, 2015

330 W. Cambria Street Philadelphia, PA 19133 Dates Active: June 26, 2014

Vehicle Information:

The claimant does not have any registered vehicles in his name at this time.

Transunion Consumer Credit Report:

We were able to conduct a Transunion Consumer Credit Report on the claimant, Jose David Castillo, utilizing his confirmed social security number of 200-84-4648. The claimant has a Limited Credit History. We are enclosing a copy of the claimant's Full Credit Report for your review.

INTERNET PRESENCE RESEARCH:

We have conducted an In-Depth Internet Presence Search on the claimant, Jose David Castillo, to determine his online presence.

The claimant does not appear in any online databases or publications.

We then conducted an extensive Social Media Sweep to determine whether or not the claimant appears in any active or public Social Media Profiles. Please be advised that we utilized multiple search criteria to determine whether or not the claimant appears in any active or public Social Media Profiles. It has been determined that the claimant does not appear in any active or public Social Media Profiles.

SURVEILLANCE:

We have confirmed the claimant's address as 3468 N. Hope Street, Philadelphia, PA 19140. At this time, we are proceeding ahead with our Surveillance Investigation and will keep you updated.

FURTHER INVESTIGATION:

We are completing a Surveillance Investigation into the claimant, Jose David Castillo, 3468 N. Hope Street, Philadelphia, PA 19140.

COMMENTS:

Our handling continues.

Respectfully submitted

Joseph Terry J.F. Terry Associates, Inc. 877-429-2778 claims@jfterry.com

Enclosures:

Credit Report

JCT/pls

HOME OFFICE

90 S. Newtown Street Road Suite 7 Newtown Square, PA 19073 Phone: 877-429-2778 Fax: 866-398-9083 www.jfterry.com claims@jfterry.com

ATTENTION: Karla Vargas

American Sentinel Insurance Company

2222 W. Pinnacle Peak Rd. Suite 240 Phoenix, AZ 85027

ACKNOWLEDGEMENT OF ASSIGNMENT

CLAIM INFORMATION

INSURED: Diallo LLC

POLICY #:

CLAIMANT: Castillo, Jose

OUR FILE #: 21-11030-SV

YOUR FILE #: ASI-0001765,

ADJUSTER: Joe Terry

LOSS DATE: 12/12/2019

This assignment was received from your office on 11/10/2021.

Sincerely,

Joe Terry

877-429-2778

Thank you for this assignment!

DELAWARE • MARYLAND • NEW JERSEY • NEW YORK • PENNSYLVANIA • CONNECTICUT • OHIO • VIRGINIA • FLORIDA

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Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 39 of 136_{PAGE 2}
Commonwealth of Pennsylvania Police Crash Report **AA-500S TX** 201902068354 Incident Number: O Local Police Vehicle REPORTABLE CRASH State Police Vehicle (Regional Vehicle) Crash Involves: ⟨ Fatality () Commonwealth Vehicle { } Local Gov Vehicle () ATV Snowmobile ○ N/A ⟨⟩ Work Zone rype Unit Commercial Vehicle Jnit Number Yes Motor Vehicle in Transport 001 Telephone Number ров ast Name Suffix irst Name (213) 401-5931 **DIALLO** 04/11/1976 **BOCAR** State Zip Code Street Address City 11216 THINENES AVE **EL MONTE** CA 91733-0000 Expiration Date Owner/Driver icense Number _icense State Class Gender PRIVATE VEHICLE NOT OWNED/LEASED BY DRIVER 04/11/2023 MALE F2861235 CA Α Physical Condition Driver Presence APPARENTLY NORMAL DRIVER OPERATED VEHICLE Person Charged Violation 1 Person Charged Violation 2 Person Charged Violation 3 Person Charged Violation 4 Alcohol Test Results Alcohol/Drugs Suspected Icohol Test Type **TEST NOT GIVEN** NO Drug Test Type Drug Test Results NONE Driver Action SUDDEN SLOWING/STOPPING Pedestrian Clothing Pedestrian Location Pedestrian Signals Pedestrian Action Most Harmful Utility Pole Number 1st Harmful Event Left or Right Side YES **HIT UNIT 2** Most Harmful Utility Pole Number eft or Right Side and Harmful Event Most Harmful Utility Pole Number _eft or Right Side 3rd Harmful Event Utility Pole Number Most Harmful 4th Harmful Event Left or Right Side Suffix Owner Last Name or Business Name Owner MI Owner First Name DIALLO INC Zip Code Telephone Number State Street Address CA 91733000 (213) 401-5931 **EL MONTE** 11216 THINENES AVE Government Equipment Number Special Usage /ehicle Automation Vehicle Type **NOT APPLICABLE** NO AUTOMATION LARGE TRUCK Vehicle Color VIN Vehicle Model Vehicle Make Model Year RED 1XP4D49X8DD190785 **PRTB** 2013 **PETERBILT** Vehicle Towed Towed By icense Plate Reg. State Est. Speed NO 999 XP09598 CA Policy Number Expiration Date nsurance Company Insurance FCT00905002 YES **ROYAL INS SERVICES** nitial Impact Point Vehicle Movement Direction of Travel Vehicle Position 12 O'CLOCK LEFT OF TRAFFICWAY **GOING STRAIGHT** SOUTH Possible Vehicle Failures Vehicle Information Road Alignment amage Indicator Gradient NONE **STRAIGHT FUNCTIONA** LEVEL Tag State Tag Year Tag Number # of Units Type Unit 1 2020 CA SEMI-TRAILER 4LJ6803 Unit Owner Jnit Make Units SOUTH WEST ASSETS MGMT WABASH NATIONAL Гад Year Tag State Type Unit 2 Tag Number Frailing Unit Owner Unit Make Driver Education? Trailer? Saddle Bag/Trunk? Engine Size Passenger? Motorcycle Over Ankle Boots? Long Sleeves? ong Pants? Helmet Stayed On? DOT/Snell Designation? Eye Protection? Driver Helmet Type Over Ankle Boots? Eye Protection? Long Sleeves? .ong Pants? Helmet Stayed On? DOT/Snell Designation? Passenger Helmet Type Rear Reflectors? Head Lights? Helmet? Passenger?

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AA-500S TX ncident Number rash Involves:	: 2019	Dase 2:22-0 02068354 () Fatality () Work Zone	CV-00033-PI Commo	BI Document 1 nwealth of Pen © Commercial Vehicle () Snowmobile	-1 Filed 01/06/22 nsylvania Police (Crash Report Local Police Vehicle Local Gov Vehicle	PAGE 6 REPORTABLE CRASH
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Invoice # 230-415387

Date: 7/13/2021

American Sentinel Insurance Company 2222 W. Pinnacle Peak Road Ste. 240

Phoenix, AZ 85027

Contact: Christina "Tina" Galaz

Claim Number: ASI-0001765 Claimant: JOSE CASTILLO Date of Loss: 12/12/2019

QTY	ITEM	MEMO	RATE	AMOUNT
1	RN Review	6 Hours	900.00	900.00
1	RN Review - Bill Review		110.00	110.00
2	RN Review - Bill Review		25.00	50.00

Please pay this amount >>>>

1,060.00

Payment is due within 30 days of invoice date.

Please make checks payable to:

ExamWorks LLC PO Box 492710 Redding, CA 96049 530-221-4759 Tax ID: 26-1114252

examworks.com



Review Services

1160 Industrial Street Redding, CA 96002 Toll-free: 1-800-250-8991

July 6, 2021

Claimant: Jose Castillo DOI: December 12, 2019 Claim#: ASI-0001765

To Whom It May Concern;

You requested an RN review of the medical records for Jose Castillo and the injuries allegedly received due to a motor vehicle accident which occurred on December 12, 2019.

Records received:

- Einstein Healthcare Network (12/12/2019-12/13/2019)
- Pain Management & MRI (12/26/2019-04/29/2021)
- Delaware MRI (02/26/2020)
- Temple Health (04/28/2020-06/07/2020)
- Advantage Medical and Rehabilitation (12/01/2020)
- Frederick S Lieberman, MD PC (02/25/2021)

According to the records received, the claimant was a 55 year old restrained, Spanish-speaking driver involved in a motor vehicle accident which occurred on 12/12/2019. The records do not contain an accident or EMS report so the only account of the accident is the one provided by the claimant to his medical care providers. The claimant provided multiple descriptions of the MVA and the symptoms suffered at the scene of the accident to Einstein Healthcare Network providers as well as ongoing symptoms to his other medical care providers. The records received document he reported being hit head-on by an oncoming vehicle causing his vehicle to spin around, car spun multiple times, hit front driver's side spinning the car in the wrong direction, hit on the front passenger side, as well as being hit from behind causing his car to spin out of control crashing into a tree. He reported having mild, 4/10 non-radiating neck and left lateral posterior back pain on a scale where 10 is the maximum. He stated he had no head trauma or loss of consciousness, however, also reported he had hit his head and left knee during the accident. When reporting his symptoms to Dr. Frederick Lieberman, MD on 02/25/2021 he reported he had been dizzy for at least one minute at the scene of the accident.

After careful review of all the records received the care rendered at Einstein Healthcare Network from 12/12/2019-12/13/2019, including lab work and imaging tests, would be considered reasonable for the presenting symptoms after an accident. X-rays and CTs are typically completed to rule out fractures and dislocations, and to better evaluate possible soft tissue and organ injuries. Lab tests are typically performed to evaluate indications of hemodynamic instabilities after an injury. Physical therapy evaluations are also typically performed to evaluate for any functional deficits or possible needs of a person after an injury prior to discharge. The chiropractic treatment rendered at Pain Management & MRI would also be reasonable with the exception of the number of visits which were considered excessive. While the claimant was seen for a number of diagnoses, the one used for ODGuidelines recommendations was the cervical strain guidelines as they are the most comprehensive and slightly more generous in the amount of visits compared to the other areas of the claimant's complaints. In addition, the grading of severe was used because the accident was motor vehicle related. According to ODGuidelines, a trial of 10 visits over 4-6 weeks are recommended, and with evidence of functional improvement realized, a total of up to 25 visits over 26 weeks is recommended. Functional improvement should be documented according to ODGuidelines for the full amount of treatments to be recommended. Functional improvement should be documented according to ODGuidelines for the full amount of treatments to be recommended. The records provided do appear to indicate the claimant achieved a documented and measureable degree of functional improvement as was evidenced by slight improvement of pain levels and range of motion measurements as a direct result of the chiropractic treatments received. If following these guidelines, the first 25 visits the claimant received would be considered reasonable with the 25th visit occurring on 08/20/2020. However, there was a 5 week gap in treatment between the 18th visit on 04/22/2020 and the 19th visit on 05/27/2020. Though this may be related to the claimant's COVID infection noted in the records, this cannot be determined. Therefore, a recommendation cannot be made for chiropractic treatment past the 18th visit on 04/22/2020. The care provided at Temple Health on 04/28/2020-05/06/2020 for COVID would be unrelated to the claim in question. Due to the claimant's pre-existing conditions noted on initial and follow-up imaging, as well as the gap in treatment previously mentioned, a peer review is recommended for determination of relatedness and possible apportionment to the motor vehicle in question for all other treatment. This would include the cervical and lumbar MRIs completed at Delaware MRI on 02/26/2020, remaining treatment at Pain Management & MRI, imaging tests completed at Temple Health on 06/07/2020, EMG completed at Advantage Medical and Rehabilitation on 12/01/2020, and orthopedic consultation with Frederick Lieberman, MD on 02/25/2021. No physician notes were included from Temple Health on 06/07/2020 which would allow a physician to better determine possible relation of imaging to the motor vehicle accident, therefore, it is highly recommended those records be obtained prior to a peer review. It is also recommended records related to the claimant's prior work injury and osteoarthritis be obtained prior to a review to evaluate the status of these prior injuries/conditions. In conclusion, there are several areas of concerned recognized within the documentation provided for the claimant which include the following:

- Differing accounts of accident
- Different reports of symptoms

- No airbags in vehicle he was driving
- History of diabetes, arthritis, chronic back pain, chronic Paresthesia down right arm, pre-existing pain related to sciatica
- Many complaints noted by claimant as pre-existing and worsened since accident
- Reported some neck and back pain normal
- Medication for pain control prior to MVA
- Degenerative findings noted on imaging tests at Einstein Healthcare Network and Temple Health
- Reported increased anxiety and trouble swallowing at Einstein Healthcare Network
- Einstein Healthcare Network-MD noted home health nursing/PT, outpatient PT if dizziness continued, not included on discharge instruction, no record of home health in records received
- Claimant was instructed to follow up with his PCP within 7 days on discharge
 instructions, no records of this included in the records received but reported to Pain
 Management & MRI he'd seen his PCP at Delaware Valley Community Health
- Pain Management & MRI-reported prior arthritis, cervical and lumbar disc disorder, treated by physical therapy, and multiple cervical and lumbar injections with no relief
- Claimant was seen in the ER in early January 2020 where an ultrasound was performed for neck issues which appear to be unrelated to the claim
- Possible new trauma 06/07/2020, imaging done at Temple Health with indication of trauma, no physician notes included
- Frederick S Lieberman, MD, PC, prior neck and low back work related injury treated by Andrea Brown with 1 cervical and 2 lumbar injections, no relief
- Claimant reported to Advantage Medical and Rehabilitation he had not worked since 2018 due to osteoarthritis in his neck and low back, reported to Dr. Lieberman, MD was off work due to on the job injury
- Examination findings at Temple Health do not include any cervical or musculoskeletal abnormalities
- 1 month gap in treatment at Pain Management & MRI between 18th visit on 04/22/2020 and 19th visit on 05/27/2020-possibly for COVID infection noted in records, unexplained 5 ½ month gap in treatment at between 26th visit on 09/01/2020 and 27th visit on 02/26/2021
- 02/25/2021 difficulty with interpreter translating symptoms

Missing records:

- Traffic Report (12/12/2019)
- EMS (12/12/2019)
- Advantage Medical and Rehabilitation (12/01/2020)
- Temple Health (06/07/2020-physician notes)
- Delaware Valley Community Health (post DOI, specific dates unknown)

Missing bills:

- Einstein Healthcare Network (12/12/2019, 12/13/2019)
- Temple Health (04/28/2020-06/07/2020)
- Delaware Valley Community Health (post DOI, specific dates unknown)

If the missing records listed become available, a re-review of the claim can be completed to further assist in the determination of this claim. Any final determination should be evaluated by an independent consultant appropriate for the specialties included in the above.

We appreciate the opportunity to assist you with this case. Please do not hesitate to contact ExamWorks if you have any further questions.

Prepared by RN Consultant, ExamWorks Review Services



1160 Industrial Street Redding, California 96002 Toll-free: 1-800-250-8991

BILL REVIEW SUMMARY REPORT

Claimant's Name: Jose Castillo

Claim Number: ASI-0001765

Date of Injury: 12/12/2019

No.	Provider's Name		Charges	R	UCR eductions	Allowance	Ва	llowance sed on RN Review	
1	Pain Management & MRI		\$ 5,519.00	\$	127.67	\$ 5,391.33	\$	3,481.57	*
2	Delaware Pain Management		\$ 3,600.00	\$	-	\$ 3,600.00	\$	-	**
3	Frederick S Lieberman MD		\$ 400.00	\$	-	\$ 400.00	\$	-	**
		Grand Total	\$ 9,519.00	\$	127.67	\$ 9,391.33	\$	3,481.57	

Allowance Based on RN Review: \$3,481.57

^{*}No recommendation has been made by the RN Review Consultant for a portion of the charges for this provider. Please refer to the EOR.

^{**}No recommendation has been made by the RN Review Consultant for this provider. Allowance is based on UCR only.



Provider: 20-2955699

PAIN MANAGEMENT & MRI 1726 S BROAD STREET PHILADELPHIA, PA 19145 **EWID**: 869580

Claim #: ASI-0001765 Claimant: JOSE CASTILLO DOI: 12/12/2019

Client: 18606

AMERICAN SENTINEL INSURANCE COMPANY

2222 W. PINNACLE PEAK ROAD STE. 240

PHOENIX AZ 85027

Payee: 20-2955699

PAIN MANAGEMENT & MRI 1726 S BROAD STREET PHILADELPHIA, PA 19145

Date	Description	Mod	Qty	Billed	Reduction	Allowed	Accum	RC	IC
12/26/2019	99204 OFFICE/OUTPATIENT VISIT NEW	25	1	210.00	0.00	210.00	210.00		
12/26/2019	A9273 HOT/COLD BOTLE/CAP/COL/WRAP		1	65.00	48.71	16.29	226.29	40	
12/26/2019	BIOFREEZE/SUBZERO		1	30.00	29.56	0.44	226.73	98	
12/26/2019	97035 ULTRASOUND THERAPY		1	28.00	0.00	28.00	254.73		
12/26/2019	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	292.73		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.71	42.29	335.02	40	
12/26/2019	97110 THERAPEUTIC EXERCISES		1	44.00	0.00	44.00	379.02		
12/30/2019	98941 CHIROPRACT MANJ 3-4 REGIONS		1	68.00	2.45	65.55	444.57	40	
12/30/2019	97035 ULTRASOUND THERAPY		1	28.00	0.00	28.00	472.57		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	510.57		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.71	42.29	552.86	40	
12/30/2019	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	46.00	0.00	46.00	598.86		
12/30/2019	97110 THERAPEUTIC EXERCISES		1	44.00	0.00	44.00	642.86		
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	55.00	0.00	55.00	697.86		
01/02/2020	97035 ULTRASOUND THERAPY		1	28.00	0.00	28.00	725.86		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	768.64	40	
	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	46.00	0.00	46.00	814.64		
01/06/2020	98940 CHIROPRACT MANJ 1-2 REGIONS		1	55.00	0.00	55.00	869.64		
01/06/2020	97035 ULTRASOUND THERAPY		1	28.00	0.00	28.00	897.64		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	940.42	40	
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	55.00	0.00	55.00	995.42		
	97035 ULTRASOUND THERAPY		1	28.00	0.00	28.00	1,023.42		
	97110 THERAPEUTIC EXERCISES		2	88.00	0.00	88.00	1,111.42		
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	1,168.42		
02/03/2020	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	1,197.42		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	1,240.20	40	
	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	49.00	0.00	49.00	1,289.20		
	97110 THERAPEUTIC EXERCISES		1	46.00	0.00	46.00	1,335.20		
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	1,392.20		
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	1,421.20		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	1,459.20		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	1,501.98	40	
02/10/2020	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	1,558.98		

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Date	Description	Mod	Qty	Billed	Reduction	Allowed	Accum	RC	IC
02/10/2020	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	1,587.98		
02/10/2020	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	1,630.76	40	
	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	49.00	0.00	49.00	1,679.76		
02/13/2020	99213 OFFICE/OUTPATIENT VISIT EST	25	1	90.00	0.00	90.00	1,769.76		
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	1,798.76		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	1,836.76		
	97110 THERAPEUTIC EXERCISES		2 1	92.00	0.00	92.00	1,928.76		
	98940 CHIROPRACT MANJ 1-2 REGIONS 97035 ULTRASOUND THERAPY		1	57.00 29.00	0.00 0.00	57.00 29.00	1,985.76 2,014.76		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	2,052.76		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	2,095.54	40	
	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	49.00	0.00	49.00	2,144.54		
	97110 THERAPEUTIC EXERCISES		1	46.00	0.00	46.00	2,190.54		
02/24/2020	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	2,247.54		
02/24/2020	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	2,276.54		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	2,314.54		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	2,357.32		
	98941 CHIROPRACT MANJ 3-4 REGIONS		1	73.00	7.65	65.35	2,422.67	40	
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	2,451.67		
	G0283 ELEC STIM OTHER THAN WOUND		1 1	38.00	0.00	38.00	2,489.67	40	
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	2,532.45	40	
	S8948 LOW-LEVEL LASER TRMT 15 MIN 98940 CHIROPRACT MANJ 1-2 REGIONS		1	49.00 57.00	0.00 0.00	49.00 57.00	2,581.45 2,638.45		
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	2,667.45		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	2,705.45		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	2,748.23	40	
	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	49.00	0.00	49.00	2,797.23		
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	2,854.23		
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	2,883.23		
03/05/2020	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	2,921.23		
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	2,978.23		
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	3,007.23		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	3,045.23		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	3,088.01	40	
	98940 CHIROPRACT MANJ 1-2 REGIONS		1 1	57.00	0.00	57.00	3,145.01		
	97035 ULTRASOUND THERAPY G0283 ELEC STIM OTHER THAN WOUND		1	29.00 38.00	0.00 0.00	29.00 38.00	3,174.01 3,212.01		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.00	42.78	3,254.79	40	
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	3,311.79	70	
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	3,340.79		
	G0283 ELEC STIM OTHER THAN WOUND		1	38.00	0.00	38.00	3,378.79		
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.22	42.78	3,421.57	40	
04/22/2020	99212 OFFICE/OUTPATIENT VISIT EST	95	1	60.00	0.00	60.00	3,481.57		
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	3,538.57		RN4
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	3,567.57		RN4
	97014 ELECTRIC STIMULATION THERAPY		1	38.00	0.00	38.00	3,605.57		RN4
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	3,662.57		RN4
	97035 ULTRASOUND THERAPY 97014 ELECTRIC STIMULATION THERAPY		1	29.00 38.00	0.00	29.00 38.00	3,691.57 3,729.57		RN4
	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	49.00	0.00 0.00	49.00	3,778.57		RN4 RN4
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	3,835.57		RN4
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	3,864.57		RN4
	97014 ELECTRIC STIMULATION THERAPY		1	38.00	0.00	38.00	3,902.57		RN4
	98940 CHIROPRACT MANJ 1-2 REGIONS		1	57.00	0.00	57.00	3,959.57		RN4
	97035 ULTRASOUND THERAPY		1	29.00	0.00	29.00	3,988.57		RN4
06/24/2020	97014 ELECTRIC STIMULATION THERAPY		1	38.00	0.00	38.00	4,026.57		RN4
	98941 CHIROPRACT MANJ 3-4 REGIONS		1	73.00	8.91	64.09	4,090.66	40	RN4
	99213 OFFICE/OUTPATIENT VISIT EST	25	1	90.00	0.00	90.00	4,180.66		RN4
	98941 CHIROPRACT MANJ 3-4 REGIONS		1	73.00	8.91	64.09	4,244.75	40	RN4
	97014 ELECTRIC STIMULATION THERAPY		1	38.00	0.00	38.00	4,282.75		RN4
	97012 MECHANICAL TRACTION THERAPY		1	43.00	0.41	42.59	4,325.34	40	RN4
	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	49.00	0.00	49.00	4,374.34		RN4
	98940 CHIROPRACT MANJ 1-2 REGIONS 99213 OFFICE/OUTPATIENT VISIT EST	25	1 1	57.00 90.00	0.00 0.00	57.00 90.00	4,431.34 4,521.34		RN4 RN4
	97014 ELECTRIC STIMULATION THERAPY	20	1	38.00	0.00	38.00	4,559.34		RN4
02/20/2021	5.5.7 ELECTRIC STIMOLATION THERALT		'	50.00	0.00	50.00	→,555.54		1 11 1-7

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EWID 869580

Claim ASI-0001765 / Claimant: JOSE CASTILLO / DOI: 12/12/2019

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Date	Description	Mod	Qty	Billed	Reduction	Allowed	Accum	RC	IC
02/26/2021	97110 THERAPEUTIC EXERCISES		2	92.00	0.00	92.00	4,651.34		RN4
03/05/2021	98941 CHIROPRACT MANJ 3-4 REGIONS		1	73.00	8.91	64.09	4,715.43	40	RN4
03/05/2021	97014 ELECTRIC STIMULATION THERAPY		1	38.00	0.00	38.00	4,753.43		RN4
03/05/2021	97110 THERAPEUTIC EXERCISES		2	92.00	0.00	92.00	4,845.43		RN4
03/19/2021	98940 CHIROPRACT MANJ 1-2 REGIONS		1	60.00	2.70	57.30	4,902.73	40	RN4
03/19/2021	97014 ELECTRIC STIMULATION THERAPY		1	39.00	0.00	39.00	4,941.73		RN4
04/02/2021	98940 CHIROPRACT MANJ 1-2 REGIONS		1	60.00	2.70	57.30	4,999.03	40	RN4
04/02/2021	97014 ELECTRIC STIMULATION THERAPY		1	39.00	0.00	39.00	5,038.03		RN4
04/02/2021	S8948 LOW-LEVEL LASER TRMT 15 MIN		1	50.00	0.00	50.00	5,088.03		RN4
04/12/2021	98940 CHIROPRACT MANJ 1-2 REGIONS		1	60.00	2.70	57.30	5,145.33	40	RN4
04/12/2021	97014 ELECTRIC STIMULATION THERAPY		1	39.00	0.00	39.00	5,184.33		RN4
04/12/2021	97110 THERAPEUTIC EXERCISES		1	47.00	0.00	47.00	5,231.33		RN4
04/29/2021	99214 OFFICE/OUTPATIENT VISIT EST		1	160.00	0.00	160.00	5,391.33		RN4
	Totals:			\$5,519.00	\$127.67	\$5,391.33	\$5,391.33		

EXPLANATION OF REDUCTIONS

Reason Code	Description	Reduction	% of Billed Charges
40	The charge for the service exceeds an amount that would appear reasonable when compared to the charges of other providers in the same geographic area.	98.11	1.78 %
98	The charge for the drug or supply exceeds an amount that would appear reasonable.	29.56	0.54 %
	TOTAL	\$127.67	2.31 %

Informational Code	Description	Reduction	% of Billed Charges
RN4	The nurse auditor was unable to make a determination based on the documents provided.	1,945.00	35.24 %
	TOTAL	1.945.00	35.24 %

COMMENTS

This review is intended for negotiation purposes only.

The provider billed using an unlisted procedure or supply code. Per the description provided on the bill, we have applied an appropriate CPT and/or supply code. Adjustments to these charges are made based on the description and appropriate code.

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EWID 869580

Claim ASI-0001765 / Claimant: JOSE CASTILLO / DOI: 12/12/2019

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You may direct inquiries regarding this review to:

For inquiries regarding payment or status of payment, please contact the client indicated on Page 1.

ExamWorks Review Services PO Box 492710 Redding, CA 96049 530.221.4759 FAX: 530.224.3390



Provider:

DELAWARE PAIN MANAGEMENT

DELAWARE MRI 206 N UNION STREET WILMINGTON, DE 19805 EWID: 869606

Claim #: ASI-0001765 Claimant: JOSE CASTILLO DOI: 12/12/2019

Client: 18606

AMERICAN SENTINEL INSURANCE COMPANY 2222 W. PINNACLE PEAK ROAD STE. 240

PHOENIX AZ 85027

Payee:

DELAWARE PAIN MANAGEMENT 206 208 N UNION STREET WILMINGTON, DE 19805

Date Description	Mod	Qty	Billed	Reduction	Allowed	Accum RC	IC
02/26/2020 72141 MRI NECK SPINE W/O DYE 02/26/2020 72148 MRI LUMBAR SPINE W/O DYE		1 1	1,800.00 1,800.00	0.00 0.00	1,800.00 1,800.00	1,800.00 3,600.00	RN4 RN4
Totals:			\$3,600.00	\$0.00	\$3,600.00	\$3,600.00	

EXPLANATION OF REDUCTIONS

Informational Code	Description	Reduction	% of Billed Charges
RN4	The nurse auditor was unable to make a determination based on the documents provided.	3,600.00	100.00 %
	TOTAL	3,600.00	100.00 %

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EWID 869606

Claim ASI-0001765 / Claimant: JOSE CASTILLO / DOI: 12/12/2019

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COMMENTS

This review is intended for negotiation purposes only.

You may direct inquiries regarding this review to:

For inquiries regarding payment or status of payment, please contact the client indicated on Page 1.

ExamWorks Review Services PO Box 492710 Redding, CA 96049 530.221.4759 FAX: 530.224.3390



Provider: 23-2184276

FREDERICK S LIEBERMAN MD 4979 OLD STREET ROAD TREVOSE, PA 19053 **EWID**: 869612

Claim #: ASI-0001765 Claimant: JOSE CASTILLO DOI: 12/12/2019

Client: 18606

AMERICAN SENTINEL INSURANCE COMPANY 2222 W. PINNACLE PEAK ROAD STE. 240

PHOENIX AZ 85027

Payee: 23-2184276

FREDERICK S LIEBERMAN MD 4979 OLD STREET ROAD TREVOSE, PA 19053

Date	Description	Mod	Qty	Billed	Reduction	Allowed	Accum RC	IC
02/25/202	1 99205 OFFICE/OUTPATIENT VISIT NEW		1	400.00	0.00	400.00	400.00	RN4
	Totals:			\$400.00	\$0.00	\$400.00	\$400.00	

EXPLANATION OF REDUCTIONS

Informational Code	Description	Reduction	% of Billed Charges
RN4	The nurse auditor was unable to make a determination based on the documents provided.	400.00	100.00 %
	TOTAL	400.00	100.00 %

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EWID 869612

Claim ASI-0001765 / Claimant: JOSE CASTILLO / DOI: 12/12/2019

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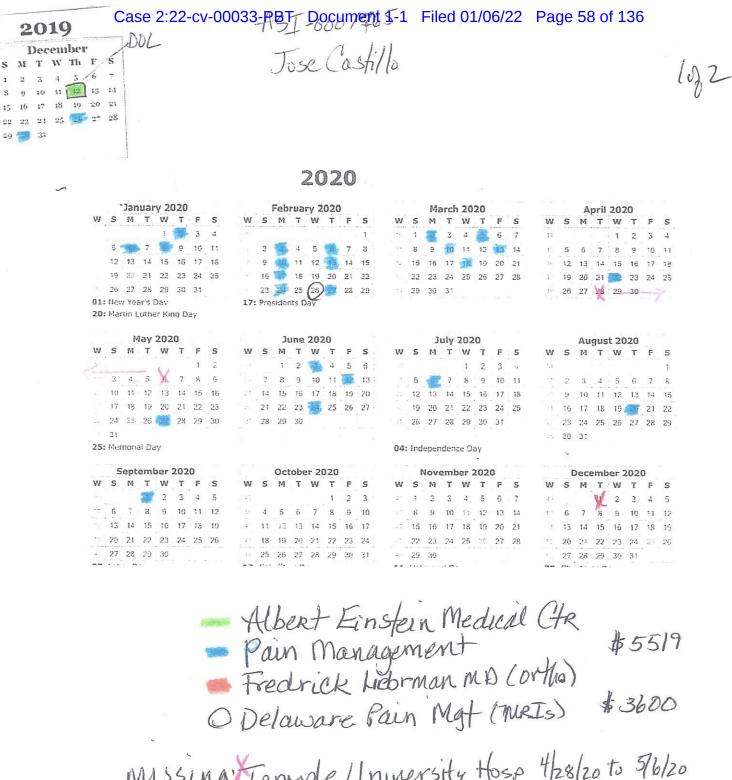
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This review is intended for negotiation purposes only.

You may direct inquiries regarding this review to:

For inquiries regarding payment or status of payment, please contact the client indicated on Page 1.

ExamWorks Review Services PO Box 492710 Redding, CA 96049 530.221.4759 FAX: 530.224.3390



Missing Fremple University Hosp 4/28/20 to 96/20 Bills & Advantage Medical Rehab 12/1/20

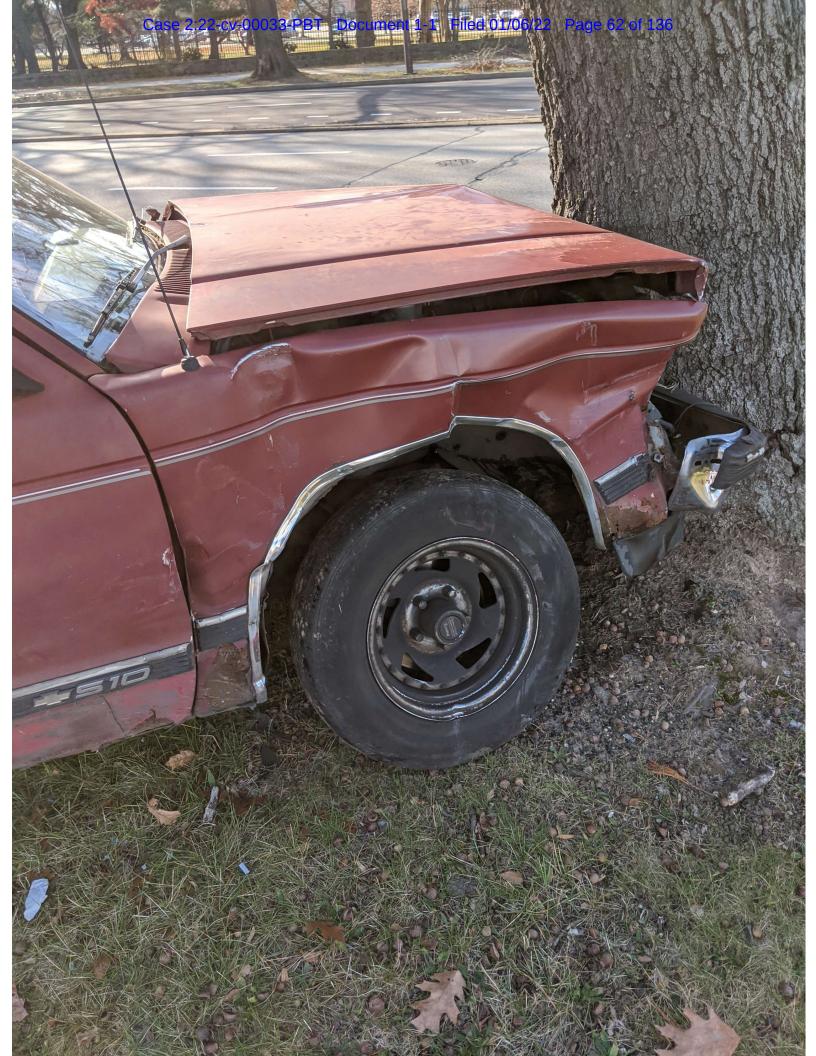
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2021 Calendar

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1700 Market St., Suite 3150 Philadelphia, PA 19103 + 1 215 567 7600 Main + 1 215 525 4453 Fax

Email: april@hilljustice Fax: 267-535-2766

Monday, April 12, 2021

Sent via email; cgalaz@americansentinelins.com

RE:

Insured:

Bocar Diallo and Diallo, LLC

Claimant:

Jose Castillo

Policy/Claim #:

FCT000905-02/ASI-0001765

Date of Accident:

December 12, 2019

Dear Claims Adjuster:

Please be advised that our office represents Jose Castillo, with regard to personal injuries sustained in an automobile accident that occurred on December 12, 2019, due to the negligence of your insured.

Please confirm that your company is the correct insurance carrier and that this is the correct policy number. Also, please advise our office as to whether a claim has been reported, if so please provide us with the claim number and adjuster assigned to this claim.

Please forward all correspondences to the address listed above.

If you have any questions, address all concerns to my attention.

Thank you for your anticipated cooperation.

Respectfully,

April Sanders

Paralegal to Minos H. Galanos, Esquire

Chia Lengles

215-567-7600 Ext.



Parker & Associates, L.L.C.

CLAIM REPORTING PROCEDURES

Client Code - 1523

Parker & Associates, L.L.C. provides four ways for you to submit new loss reports:

1. Telephone (469) 532-0205

2. Fax (214) 631-3700

3. Email claims@parkerclaims.com (Subject line: "American Sentinel/FC-AWIS")

4. Website www.parkerclaims.com (Click on the link for "Submit a New Claim")

Important!

To expedite the handling of your claim, please include the following with each new loss reported via fax, email, or website:

• Client Code: 1523 – American Sentinel FC-AWIS Trucking

• Policy Number: FCT000905-02

ACORD Loss Notice

• Retail Agency Contact: Royalty Insurance Services, Inc. | (818) 989-0206

Oganes Sepuhyan | oganes@royaltyfinancial.com

P.O Box 3153 Harrisburg, PA 17105

Named Insured: Diallo LLC

COMMERCIAL PACKAGE POLICY SUMMARY PAGE

Policy Number	FCT000905-02	Policy Period:	From	01/05/2019	To	01/05/2020
-		-	12:01 AM	1 Standard Time at	Name	d Insured's Address

Transaction: Renewal

Named Insured and Address Agent

Diallo LLC First Capital - AWIS, LLC

11216 Thienes Ave 3333 Camino Del Rio South, Suite 340 S El Monte, CA 91733 San Diego, CA 92108

Telephone: (213) 401-5931 Telephone: (866) 840-5329

Business Description: Commercial Motor Carrier Type of Business: Commercial Audit Period: N/A

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

		PREMIUM
		\$8,964
		N/A
		N/A
POLICY PREMIUM	\$	8,964
DEPOSIT PREMIUM	\$	8,964
POLICY FEE		200
TAXES AND SURCHARGES		N/A
TOTAL DEPOSIT PREMIUM	\$	9,164
(Includes taxes, surcharges and	·	,
	POLICY FEE TAXES AND SURCHARGES TOTAL DEPOSIT PREMIUM	DEPOSIT PREMIUM \$ POLICY FEE TAXES AND SURCHARGES

Forms applicable to all Coverage Parts: See Forms and Endorsements schedule

These Declarations together with the common policy conditions, coverage delcarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above number policy.

W.J. Wollgeng de

Countersigned this 24th day of December, 2018

Authorized Representative

at San Diego, CA

Issued Date: CPPDEC 1016 American Sentinel Insurance Company

Document 1-1-Folicy Number: PC 1000905-202 67 of 136

P.O Box 3153

Harrisburg, PA 17105

Named Insured: Diallo LLC

COMMERCIAL PACKAGE POLICY LOCATION SUMMARY

Location #	Location Address	City	State	Zip Code
		,	'	_
1	11216 Thienes Ave	S El Monte	CA	91733

Named Insured: Diallo LLC

American Sentinel Insurance Company

Document 1-1-Folicy Number: PC 1000905-929 68 of 136 P.O Box 3153

Harrisburg, PA 17105

FORMS AND ENDORSEMENTS SCHEDULE

Coverage Line	Form Nbr.	Ed. Date	Description
Commercial Package	CPPDEC	10 / 16	Commercial Package Policy Summary Page
Commercial Package	CPPSCHED	10 / 16	Commercial Package Policy Location Summary
Commercial Package	CPPSCHEDFORM	10 / 16	Forms and Endorsements Schedule
Motor Carrier	MCDEC-SFP	01 / 18	Motor Carrier Coverage Part
Motor Carrier	BADEC	10 / 16	Signature Page
Motor Carrier	MCS 90	04 / 00	MCS-90 Filing
Motor Carrier	DMV 67 MCP	08 / 07	Insurance Policy Endorsement
Motor Carrier	CA 00 20	10 / 13	Motor Carrier Coverage Form
Motor Carrier	IL 00 17	11 / 98	Common Policy Conditions
Motor Carrier	IL 00 03	09 / 08	Calculation of Premium
Motor Carrier	STP 0010	10 / 16	Knowledge of Occurrence
Motor Carrier	IL 00 21	09 / 08	Nuclear Energy Liability Exclusion Endorsement
Motor Carrier	CA 01 43	05 / 17	California Changes
Motor Carrier	IL 02 70	09 / 12	California Changes - Cancellation and Nonrenewal
Motor Carrier	CA 23 84	10 / 13	Exclusion of Terrorism
Motor Carrier	CA 23 85	10 / 13	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
Motor Carrier	STP 0013	10 / 16	Exclusion - Abuse or Molestation
Motor Carrier	STP 0014	10 / 16	Punitive Damage Exclusion
Motor Carrier	STP 0016	10 / 16	Occupant Hazard Exclusion
Motor Carrier	CA 21 54	10 / 13	California Uninsured Motorist Coverage - BI
Motor Carrier	CA 01 21	10 / 13	Limited Mexico Coverage

P.O Box 3153 Harrisburg, PA 17105

Named Insured: Diallo LLC

COMMERCIAL PACKAGE POLICY MOTOR CARRIER COVERAGE PART

ITEM ONE:

Policy Number FCT000905-02 Policy Period: From 01/05/2019 To 01/05/2020 12:01 AM Standard Time at Named Insured's Address

Transaction: Renewal

Named Insured and Address Agent

Diallo LLC 11216 Thienes Ave S El Monte, CA 91733

S El Monte, CA 91733 MC#: 066769

Telephone: (866) 840-5329

First Capital - AWIS, LLC

San Diego, CA 92108

3333 Camino Del Rio South, Suite 340

Business Description: Commercial Motor Carrier Type of Business: Commercial Audit Period: N/A

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT The Most We Will Pay For Any One Accident Or Loss	PREMIUM
LIABILITY	67	\$ 1,000,000 per accident	\$8,901
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each PIP endorsement minus \$ Deductible	
ADDED PERSONAL INJURY PROT. (or equivalent No-fault coverage)		Separately stated in each Added PIP endorsement	
PROPERTY PROTECTION INS. (Michigan only)		Separately stated in each P.P.I. endorsement minus \$ Deductible	
AUTO MEDICAL PAYMENTS			
UNINSURED MOTORISTS	67	\$60,000	\$63
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)			
TRAILER INTERCHANGE COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or whichever is less, minus Deductible for each Covered Auto.	
TRAILER INTERCHANGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or whichever is less, minus Deductible for each Covered Auto for Loss caused by Mischief or Vandalism	
TRAILER INTERCHANGE COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or whichever is less, minus Deductible for each Covered Auto	
PHYSICAL DAMAGE COMPREHENSIVE		Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible stated in the Schedule of Covered Autos for each Covered Auto. See ITEM FOUR for hired or borrowed "autos".	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS		Actual Cash Value or Cost of Repair, whichever is less, minus \$ Deductible for each covered auto. See ITEM FOUR for hired or borrowed "auto".	
PHYSICAL DAMAGE COLLISION		Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible stated in the Schedule of Covered Autos. See ITEM FOUR for hired or borrowed "autos".	
PHYSICAL DAMAGE TOWING AND LABOR		\$ per accident	
	-	Premium for Endorsements	\$0
		Estimated Total Premium	\$8,964

Forms and Endorsements Applicable to this policy

See CPPSCHEDFORM 1016

Harrisburg, PA 17105

Named Insured: Diallo LLC

ITEM 7	THREE:	SCHEDUL	E OF C	OVERE	D AU	TOS YO	OU OW	/N							
	DESCRIP	PTION											LOCATION		
								PURCHASED			ı				
Unit #	Year, Mal	ke & Model, Se	lodel, Serial No. or Vehicle Identification Number					riginal est New		ated alue	State Ter	ritory			
1 2	2013 Peterbilt, 1XP4D49X8DD190785 Any Non-Owned Trailer While Attached to a Sch			Schedul	ed Powe	Power Unit				CA CA					
	CLASSIF	ICATION													
										Prima	ry Rating	Factor			
								ize GVW, GCW				Physical	Secon		Age
Unit #	Code	Radius of O	peration	Bus	siness l	Use	;	Seating Capacit	У	Liability	<u>′ </u>	Damage	Rating F	actor	Group
1 2				mercial mercial											
	COVERA	GES - PREMIL	IMS, LIMIT	S AND D	EDUCT	TIBLES									
		LIABI					PERS IN	JURY PROT		ADDED	PIP	PI	ROP PROT (Mich. only	y)
Unit #	Limit Premiun		Premium		Limit stated in each PIP Endorsement minus deductible shown below		Premiu	ım	Limit stated in each Added PIP Endorsement Premium		Limit stated in P.P.I. Endorsement minus deductible shown below Premium		mium		
1 2				8,901 ncluded											
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Unit #		Limit		Premiu	ım		Lim	nit	Pi	remium		Limit		Prer	mium
1 2			\$63 Include												
	COVERA	GES - PREMIL		S AND D											
	I facility of the	COMPREHENSIVE SP. CAUSE OF LOSS Limit stated in ITEM TWO Limit stated in		Dimitracy of the second	COLLISION FM TWO			TOWING & LABOR							
Unit #	minus	deductible wn below	Prem	ium	Limit s	Premium		Limit stated in IT minus deduc shown be	tible	Premiu	ım	Limit Disabl		Pre	emium
1 2			No Co No Co	verage verage						No Cov No Cov					

American Sentinel (Institation Company 3-PBT Document 1-folic File to 1909) 1 # Ord 1909 1 # Ord

P.O Box 3153 Harrisburg, PA 17105

ITEM FOUR:

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - AUTOS USED IN YOUR MOTOR CARRIER OPERATIONS									
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIABILITY COVERAGE IS PRIMARY)	ESTIMATED PREMIUM					
TOTAL PREMIUM									

Named Insured: Diallo LLC

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - AUTOS NOT USED IN YOUR MOTOR CARRIER OPERATIONS									
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIABILITY COVERAGE IS PRIMARY)	ESTIMATED PREMIUM					
	TOTAL PREMIUM								

PHYSICAL DAMAGE COVERAGE - STATED VALUES OF HIRED AUTOS (Trucks, Tractors or Trailers)								
COVERAGES	STATE	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	STATED VALUES OF HIRED AUTOS	PREMIUM				
COMPREHENSIVE	CA	Actual Cash Value or Cost of repairs, whichever is less minus \$ Deductible for each covered auto.						
SPECIFIED CAUSES OF LOSS		Actual Cash Value or Cost of repairs, whichever is less minus Deductible for each covered auto.						
COLLISION	CA	Actual Cash Value or Cost of repairs, whichever is less minus \$ Deductible for each covered auto.						
			TOTAL PREMIUM					

Cost of Hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes trailers and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and,
- (c) The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

P.O Box 3153 Harrisburg, PA 17105

Tiamobarg, 17(17 100

ITEM FIVE:

SCHEDULE FOR NON-OWNERSHIP LIABILITY

RATING BASIS	NUMBER	PREMIUM
Number of Employees		

ITEM SIX:

TRAILER INTERCHANGE COVERAGE

Coverages	Limit of Insurance	Daily Rate	Estimated Premium
Comprehensive	Stated	\$	\$
Specified Causes of Loss	In	\$	\$
Collision	Item Two	\$	\$
		Total Premium	\$

Named Insured: Diallo LLC

ITEM SEVEN:

SCHEDULE FOR GROSS RECEIPTS RATING BASIS - LIABILITY COVERAGE

	RAT	res	PREMIUMS		
Estimated Yearly	Per \$100 of G	ross Receipts			
Gross Receipts	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	
	TOTAL PREMIUMS				
	MINIMUM PREMIUM	1S			

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts include the total amount received from renting equipment, with or without drivers, to anyone who is not a "motor carrier" and 15% of the total amount received from renting any equipment to any "motor carrier". Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a government al division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehouse storage fees.

Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 73 of 136

IN WITNESS WHEREOF, the company has caused t his policy to be executed and attested by its President and Secretary at Harrisburg, Pennsylvania and this policy shall not be valid unless countersigned by an authorized representative of the company.

Secretary

President

W.J. Wollowing II

Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 74 of 136

U.S. Department of Transportation

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved: OMB No.: 2126-0008

Federal Motor Carrier Safety Administration

11216 Thienes Ave S El Monte, CA 91733 Diallo LLC Issued to of San Diego, CA 2018 Dated at 24 December this day of FCT000905-02 Effective Date 01/05/2019 Amending Policy No. American Sentinel Insurance Company Name of Insurance Company

Countersigned by

Authorized Company Representative

[X] This insurance is primary and the company shall not be liable for amounts in excess of \$\frac{\$750,000}{}\$ for each accident.

[] This insurance is primary and the company shall not be liable for amounts in excess of \$\frac{\$}{}\$ for each accident in excess of the underlying limits of \$\frac{\$}{}\$ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA, a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of

The policy to which the endorsement is attatched provides primary or excess insurance, as indicated by "[X]," for the limits shown:

(866) 840-5329

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice) and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty(30) days notice to the FMCSA (said 30 days notice to commence from the date the notice

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which result ib odily injury, property damage, or environmental damage which the insured neither expected nor intended.

a particular date. The telephone number to call is:

is received by the FMCSA at its office in Washington D.C.)

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of nautral resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liablity insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgement recovered agains the insured for public liability resulting from negligence in the operation maintenance or userof motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicale is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the

limits of liablity herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached small remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involviung a breach of the terms of the policy, and for a ny payment that the company would not have been obligated to make under the provisions ofn the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liablity for the amounts perscribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident hshall not operate to reduce the liability of the company for the payment of final judgements resulting from any other accident.

THE SCHEDULE OF LIMITS ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown are in the schedule are for information purposes only. Form MCS-90(4/2000)

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SCHEDULE OF LIMITS - PUBLIC LIABLITY

Type of carraige	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excesss of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403	\$ 5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pound).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or feign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

Form MCS-90(4/2000)

DATE RECEIVED BY DMV		

INSURANCE POLICY ENDORSEMENT

MOTOR CARRIER (CA) #
521356

Motor Carriers of Property

Bodily Injury Liability and Property Damage Liability

American Sentinel Insurance Company 4507 N. Front Street, Suite 200 Harrisburg, PA 17110		C# 32107 RPLUS LINE BROKER#	Status: Licensed to write insurance in the State of Calif (Admitted Insurer) Non-admitted Insurer subject to Section 1763 of California Insurance Code. Surplus Line Broker NA Charitable Risk Pool Risk Retention Group	
INSURED (MOTOR CARRIER) NAME AND ADDRESS				
Diallo LLC 11216 Thienes Ave S El Monte, CA 91733				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)		LIMITS
PRIMARY LIABILITY			COMBINED SINGLE LIMIT	\$ 750,000
Coverage below statutory minimum limits.	FCT000905-02	01/05/2019	BODILY INJURY OR DEATH (ONE PERSON)	\$
□ Coverage equal to or exceeding statutory minimum limits.	101000303-02	01/03/2019	BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	\$
			PROPERTY DAMAGE	\$
EXCESS LIABILITY			COMBINED SINGLE LIMIT	\$ in excess of \$
☐ Coverage between primary coverage and statutory minimum limits.			BODILY INJURY OR DEATH (ONE PERSON)	\$ in excess of \$
Coverage provided at or above statutory minimum limits.			BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	\$ in excess of \$
			PROPERTY DAMAGE	\$ in excess of \$
WORKERS' COMPENSATION				

This Endorsement shall be attached to and made part of all policies insuring motor carriers of property required to obtain a permit pursuant to the Motor Carriers of Property Permit Act, commencing with California Vehicle Code section 34600. The purpose of this Endorsement is to assure compliance with the Act and related rules and regulations.

Insurer agrees to each of the following:

- The coverage provided by the endorsement excludes any costs of defense or other expense that the policy provides.
- To pay, consistent with the minimum insurance coverage required by California Vehicle Code Section 34631.5, and consistent with the limits it provides herein, any legal liability of insured for bodily injury, death, or property damage arising out of the operation, maintenance, or use of any vehicle(s) for which a motor carrier permit is required, whether or not such vehicle(s) is described in the attached policy.
- The Certificate of Insurance shall not be canceled on less than thirty (30) days notice from the Insurer to the DMV, written on an authorized Notice of Cancellation form and that the thirty (30) day/period commences to run from the date the Notice of Cancellation was actually received at the office of the California Department of Motor Vehicles, Motor Carrier Services Branch, in Sacramento, California.
- To furnish DMV with a duplicate original of the referenced policy, DMV authorized endorsement, and all other related endorsements and documentation upon request.
- Except as specified in this endorsement, the terms, conditions, and limitations of this policy remain in full force and effect. This endorsement shall not prevent insurer from seeking reimbursement from insured for any payment made by insurer solely on account of the provisions herein.

Insurer certifies to each of the following:

- This insurance policy covers all vehicles used in conducting the service performed by the insured for which a motor carrier permit is required whether or not said vehicle(s) is listed in the insurance policy.
- A duplicate original of the referenced policy, a DMV authorized endorsement, and all other related endorsements and documentation, shall be furnished to DMV upon request.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINTED NAME OF INSURER'S AUTHORIZED REPRESENTATIVE	TELEPHONE NUMBER	EMAIL ADDRESS
Nick Keticos	(866) 840-5329	trucking@fcawis.com
SIGNATURE OF INSURER'S ANTHORIZED REPRESENTATIVE	EXECUTED AT (CITY AND STATE)	DATE
X/Maler To true	San Diego, CA	12/24/2018

COMMERCIAL AUTO CA 00 20 10 13

MOTOR CARRIER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols		
61	Any "Auto"		
62	Owned "Autos" Only	Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.	
63	Owned Private Passenger Type "Autos" Only	Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.	
64	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.	
65	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the no-fault law in the state where they are licensed or principally garaged.	
66	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.	
67	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).	
68	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.	
69	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.	

Symbol		Description Of Covered Auto Designation Symbols
70	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol 70 is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
71	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
79	"Mobile Equipment" Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

- 1. If Symbols 61, 62, 63, 64, 65, 66 or 79 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- 1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- **2.** "Mobile equipment" while being carried or towed by a covered "auto".

- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We will have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- (1) Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (1) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- (2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (a) Is being transported by the carrier; or
 - **(b)** Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- **a.** An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- **b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- **a.** That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

 We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood:
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following apply as **Supplementary Payments.** We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for loss of use.

3. Other Exclusions

We will not pay for "loss" due and confined to:

- Wear and tear, freezing, mechanical or electrical breakdown.
- **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limits Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

- **1.** The actual cash value of the damaged or stolen property at the time of the "loss";
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- **3.** The Limit Of Insurance shown in the Declarations.

D. Deductible

For each covered "trailer", our obligation to pay:

- 1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
- 3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations.

SECTION IV - PHYSICAL DAMAGE COVERAGE

A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- **(6)** The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing - Private Passenger Type Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- **a.** Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- **c.** "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion: or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any of the following:
 - a. Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
 - b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 - **c.** Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - **d.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - **e.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - **f.** Any accessories used with the electronic equipment described in Paragraph **e.** above.
- 3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto":
 - **b.** Removable from a housing unit which is permanently installed in or upon the covered "auto";

- **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- **d.** Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.
- **4.** We will not pay for "loss" due and confined to:
 - **a.** Wear and tear, freezing, mechanical or electrical breakdown.
 - Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- 1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - **b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V - MOTOR CARRIER CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- **b.** Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- **(4)** Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is a "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- **b.** Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- **a.** This Coverage Form;
- **b.** The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance – Primary And Excess Insurance Provisions

- **a.** While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.
- **b.** While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.
 - (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.
- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".
- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

- A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- **a.** That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto": or
- **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto", if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- **(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 - 6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **J.** "Loss" means direct and accidental loss or damage.
- **K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - **3.** Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills: or
 - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - **b.** Cherry pickers and similar devices used to raise or lower workers; or

- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - **a.** Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - **c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- **L.** "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **N.** "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- **O.** "Property damage" means damage to or loss of use of tangible property.
- P. "Suit" means a civil proceeding in which:
 - Damages because of "bodily injury" or "property damage"; or

- **2.** A "covered pollution cost or expense", to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - **b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- R. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- **4.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

- 1. We have the right to:
 - a. Make inspections and surveys at any time;

- Give you reports on the conditions we find;
 and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

AMERICAN SENTINEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

KNOWLEDGE OF OCCURRENCE

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form Commercial Business Auto Coverage Form Garage Coverage Form Truckers Coverage Form Motor Carrier Coverage Form

It is hereby understood and agreed that knowledge of an "occurrence" by an agent, servant, or "employee" of the insured shall not in itself constitute your knowledge of such occurrence, unless you, an "executive officer", partner or employee designed by you to give us notice has received such notice from that agent, servant, or "employee".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- 1. The insurance does not apply:
 - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured": or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- **2.** As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste":

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following are added to the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
 - When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - **b.** The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident", a person described in Paragraph 1.b. is operating an "auto" owned by the business described in Paragraph 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph 1.a. is excess over any coverage available to that person.
 - 2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and

- **b.** The other provides coverage to a person not engaged in that business; and
- c. At the time of an "accident", an "insured" under the Coverage Form described in Paragraph 2.a. is operating an "auto" owned by a person described in Paragraph 2.b., then the Coverage Form issued to the business described in Paragraph 2.a. is primary and the liability coverage issued to a person described in Paragraph 2.b. is excess over any coverage available to the business.
- **3.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
 - a. One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
 - The other provides coverage to a person other than as described in Paragraph 3.a.;
 and
 - c. At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph 3.a., and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph 3.a., then the liability coverage provided by the Coverage Form or policy described in Paragraph 3.b. is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph 3.a. is excess over any coverage available to that person.

- 4. Notwithstanding Paragraph A.3., when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:
 - **a.** One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
 - **b.** The other provides coverage to a Named Insured not engaged in that business; and
 - c. At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph 4.a., then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph 4.b. is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

- **B.** As used in this endorsement:
 - "Commercial vehicle" means an "auto" subject to registration or identification under California law which is:
 - **1.** Used or maintained for the transportation of persons for hire, compensation or profit;
 - **2.** Designed, used or maintained primarily for the transportation of property; or
 - 3. Leased for a period of six months or more.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- **a.** 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - **(b)** You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - **(b)** You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm
Dwellings, Appurtenant Structures And
Household Personal Property Coverage Form

- **a.** If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- **b.** We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - Commercial Property Coverage Part Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part Causes Of Loss Form Farm Property, Paragraph **D.** Covered Causes Of Loss Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

 Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm

Dwellings, Appurtenant Structures And

Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.
 - However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:
 - (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part Causes Of Loss Special Form; or
 - (2) Farm Coverage Part Causes Of Loss Form Farm Property, Paragraph **D.** Covered Causes Of Loss Special.
- **3.** We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- **b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- **c.** If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- **d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- **e.** If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- **A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:
 - **1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - **a.** That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act: or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - **b.** When one or both of the following apply:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

 The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- **3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- **6.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death: or
 - **b.** Protracted and obvious physical disfigurement; or
 - **c.** Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- **3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- **4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- **A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:
 - **1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - **a.** That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - **b.** When one or both of the following apply:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- **B.** The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- **4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- **C.** In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

AMERICAN SENTINEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following exclusion is added to **Section II – Liability Coverage**, **B. Exclusions**:

This insurance does not apply to "bodily injury" or "property damage" arising out of the following:

Abuse Or Molestation

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any insured, or
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

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AMERICAN SENTINEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number.						
Named Insured:	Countersigned by						
	(Authorized Degradative)						

(Authorized Representative)

Coverage is amended as described below:

This policy does not cover fines, penalties, damages multiplied by operation of law, or punitive or exemplary damages. This exclusion applies regardless of whether the damages are based upon the insured's conduct or the conduct of some other party for whom the insured may be legally responsible.

If the exclusion of punitive or exemplary damages is not permitted by the law of the state in which a claim for punitive or exemplary damages is brought, then this exclusion shall limit those damages to the extent permitted by law. In no event shall the total of compensatory and punitive or exemplary damages be payable in excess of the limit of insurance provided herein.

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AMERICAN SENTINEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCUPANT HAZARD EXCLUSION

This endorsement modifies insurance under the following:

MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

SECTION II - COVERED AUTOS LIABILITY COVERAGE, is amended by adding the following exclusion:

This insurance does not apply to bodily injury to any person while "occupying" a covered "auto". Occupying means in, upon, getting in, on, out, or off.

If we are required by law to pay for such loss, you will reimburse us for any and all loss, costs, and expenses paid or incurred by us.

POLICY NUMBER:

COMMERCIAL AUTO CA 21 54 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. We will pay only after the limits of liability under any liability bonds or policies have been exhausted by payment of judgments or settlements.
- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

- If the Named Insured is designated in the Declarations as:
- 1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

- **2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- 2. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle".
- 3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.
- **4.** "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - **b.** Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

However, Exclusion 4. shall not apply to "bodily injury" sustained by an individual Named Insured or "family member" when struck by a vehicle owned by that "insured" and operated or caused to be operated by a person without that "insured's" consent in connection with criminal activity that has been documented in a police report and to which that "insured" is not a party to.

- 5. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" any vehicle leased by that Named Insured or any "family member" under a written contract for a period of six months or more that is not a covered "auto".
- **6.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. "Bodily injury" sustained by an "insured" while "occupying" any "auto" that is rented or leased to that "insured" for use as a public or livery conveyance. However, this exclusion does not apply if the "insured" is in the business of providing public or livery conveyance.
- 8. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- Regardless of the number of covered "autos",
 "insureds", premiums paid, claims made or
 vehicles involved in the "accident", the most we
 will pay for all damages resulting from any one
 "accident" is the Limit Of Insurance for
 Uninsured Motorists Coverage shown in the
 Schedule or Declarations.
- 2. For a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", our Limit of Insurance shall be reduced by all sums paid because of "bodily injury" by or for anyone who is legally responsible, including all sums paid or payable under this policy's Covered Autos Liability Coverage.
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
 - We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for California Uninsured Motorists Coverage – Bodily Injury as follows:

- Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Send us copies of the legal papers if a "suit" is brought. In addition, a person seeking coverage under Paragraph b. of the definition of "uninsured motor vehicle" must:
 - (1) Provide us with a copy of the complaint by personal service or certified mail if the "insured" brings an action against the owner or operator of such "uninsured motor vehicle";
 - (2) Within a reasonable time, make all pleadings and depositions available for copying by us or furnish us copies at our expense; and
 - (3) Provide us with proof that the limits of insurance under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.
- Legal Action Against Us is replaced by the following:

Legal Action Against Us

No legal action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form and with respect to Paragraphs **a., c.** and **d.** of the definition of "uninsured motor vehicle" unless within two years from the date of the "accident":

- **a.** Agreement as to the amount due under this insurance has been concluded:
- b. The "insured" has formally instituted arbitration proceedings against us. In the event that the "insured" decides to arbitrate, the "insured" must formally begin arbitration proceedings by notifying us in writing, sent by certified mail, return receipt requested; or

c. "Suit" for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction.

Written notice of the "suit" must be given to us within a reasonable time after the "insured" knew, or should have known, that the other motorist is uninsured. In no event will such notice be required before two years from the date of the accident. Failure of the "insured" or his or her representative to give us such notice of the "suit" will relieve us of our obligations under this Coverage Form only if the failure to give notice prejudices our rights.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

- a. With respect to Paragraphs a., c. and d. of the definition of "uninsured motor vehicle", if we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
- **b.** With respect to Paragraph **b.** of the definition of "uninsured motor vehicle", if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- 4. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- **c.** If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- **5.** The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. Each party will bear the expenses of the arbitrator equally.
- **b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

F. Additional Definitions

The following are added to the **Definitions** section:

 "Family member" means the individual Named Insured's spouse, whether or not a resident of the individual Named Insured's household, and any other person related to such Named Insured by blood, adoption, marriage or registered domestic partnership under California law, who is a resident of such Named Insured's household, including a ward or foster child.

- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance for this coverage;
 - c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent:
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must make physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - e. That is owned by an individual Named Insured or "family member" and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing; or
- **c.** Designed or modified for use primarily off public roads while not on public roads.

POLICY NUMBER:

COMMERCIAL AUTO CA 01 21 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED MEXICO COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

SCHEDULE

Mexico Coverage	\$	Premium
Information required to complete this Sched	dule, if not shown ab	ove, will be shown in the Declarations.

A. Coverage

 Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- **a.** "Accidents" or "losses" occurring within 25 miles of the United States border; and
- **b.** Trips into Mexico of 10 days or less.
- 2. The Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and the Other Insurance Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

For the purposes of this endorsement, the following additional exclusions are added:

This insurance does not apply:

- 1. If the covered "auto" is not principally garaged and principally used in the United States.
- **2.** To any "insured" who is not a resident of the United States.

AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

A CONSUMER IS ENTITLED TO:

- 1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
- 2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED. OR REBUILT.
- BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
- 4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
- 5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
- 6. [effective January 1, 2010, pursuant to AB 1179 (Jones, Chapter 141, 2009)] SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to: Toll Free (866) 799-3811
Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-4357 or (213) 897-8921 California Department of Insurance Consumer Services Division 300 South Spring Street Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov

NOTE: Authority cited: Sections 790.10, 1874.85, 1874.87 of the California Insurance Code. Reference: Sections 790.03(c), 790.03(h)(3), and 1874.87 of the California Insurance Code; Sections 9884.8, 9884.9 of the California Business and Professions Code; and California Code of Regulations, Title 10, Chapter 5, Subchapter 7.5, Section 2695.8(j).

Policy Change Number #1											
POLICY NUMBER	POLICY CHANGES EFF.	COMPANY									
FCT000905-02	01/05/2019	American Sentinel Insurance Company									
NAMED INSURED		AUTHORIZED REPRESENTATIVE									
Diallo LLC		First Capital - AWIS, LLC									
COVERAGE PARTS AFFEC	TED										
Motor Carrier Liability											
	CHANGES										
It is hereby agreed and unde	erstood that the policy has been amend	ded as follows:									
In consideration of \$1,053 a his non-adjacent CDL.	dditional premium, Kitaka Yacoub Brad	ddock is added as a driver with a surcharge due to									
Annual Surcharge: \$1	,053										
\$1,053 X 1.000 Pro Rata = \$1,053 additional premium											
	TOTAL PRORATED PR	EMIUM									
\$1,053 additional premium											

All other terms and conditions remain unchanged.

Policy Change Number #2

DOLLOV NUMBER	DOLLOY CHANGES FFF	COMPANIX									
POLICY NUMBER	POLICY CHANGES EFF.	COMPANY									
FCT000905-02	01/07/2019	American Sentinel Insurance Company									
		, ,									
NAMED INCLIDED		ALITHODIZED DEDDEOENTATIVE									
NAMED INSURED		AUTHORIZED REPRESENTATIVE									
Diallo LLC		First Capital - AWIS, LLC									
		, , , , , , , , , , , , , , , , , , ,									
COVERAGE PARTS AFFEC	TED										
COVERAGE FARTS AT LC	TEB										
Motor Carrier Liability											
	CHANGES										
It is hereby agreed and und	erstood that the policy has been amen	ded as follows:									
it is fieleby agreed and und	erstood that the policy has been afficin	ded as follows.									
In accordance of PEO and a	itional promises the following autiture										
CA 20 01.	itional premium, the following entity is a	added as an additional interest per the attached form									
Lessor - Additional Insured	and Loss Payee										
TOTAL PRORATED PREMIUM											
\$50 additional premium											
_											
All other terms and conditions remain unchanged.											
	5 - 1 - 3 - 1										

Authorized Representative Signature

POLICY NUMBER: FCT000905-02

COMMERCIAL AUTO CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLCY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This Endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Diallo LLC

Endorsement Effective Date: 01/07/2019

SCHEUDLE

Insurance Company: American Sentinel Insurance Company							
Policy Number: FCT000905-02 Effective Date: 01/05/2019							
Expiration Date: 01/05/2019							
Named Insured: Diallo LLC							
Address: 11216 Thienes Ave S El Monte, CA 91733							
Additional Insured (Lessor): Cresco Capital Inc							
Address: 200 Owen Parkway Circle Carter Lake, IA 51510							
Designation Or Description Of "Leased Autos":							

Coverages	Limit Of Insurance					
Covered Autos Liability	\$ EACH "ACCIDENT"					
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"					
Additional Insured (Lessor):	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"					
Address:	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considred a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - **b.** Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- **3.** If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- **2.** If you cancel the policy, we will mail notice to the lessor.
- **3.** Cancellation ends this agreement. Insurance shown in the Declarations;
- **C.** The lessor is not liable for payment of your premiums.
- **D.** The lessor is not liable for payment of your

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Policy Change Number #3

POLICY NUMBER	POLICY CHANGES EFF.	COMPANY								
FCT000905-02	01/17/2019	American Sentinel Insurance Company								
NAMED INSURED		AUTHORIZED REPRESENTATIVE								
Diallo LLC		First Capital - AWIS, LLC								
COVERAGE PARTS AFFEC	TED									
Motor Carrier Liability										
	CHANGES									
It is hereby agreed and unde	erstood that the policy has been amend	ded as follows:								
In consideration of \$0 addition	onal premium, the following driver:									
Kitaka Yacoub Braddock (D	O.B. 1973-05-10)									
is excluded per the attached	Named Driver Exclusion form (STP00	12 1016)								
TOTAL PRORATED PREMIUM										
No change in premium										
All other terms and conditions remain unchanged.										

Authorized Representative Signature

AMERICAN SENTINEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

NAMED DRIVER EXCLUSION

This endorsement modifies insurance provided under the following:

Garage Coverage Form Truckers Coverage Form Motor Carrier Coverage Form
Name of Excluded Driver: Kitaka Yacoub Braddock (dob: 1973-05-10)
We will not pay for any claim arising from an "accident" or "loss" which occurs while a covered "auto" is being driven, either with or without your permissions, by the person listed above as an Excluded Driver
None of the coverages provided by the policy apply to any injury, "loss" or damage sustained by any "insured" or any other person or organization because of the "accident" when the Excluded Drive named above is involved in an "accident" while operating a covered "auto". If we should be obligated to pay for any "loss" incurred while the Excluded Driver is operating a covered "auto" in order to comply with a compulsory insurance, financial responsibility or no fault law, you agree to reimburse us for all such payments and expense.
You also agree that this endorsement will serve as a rejection of uninsured/underinsured motoris coverage and personal injury protection coverage while a covered "auto" or any other motor vehicle is operated by the Excluded Driver.

Accepted by:_____ (Signature of First Named Insured or officer or partner of the First Named Insured)

Policy Change Number #4

		Policy Change Number #4								
POLICY NUMBER	POLICY CHANGES EFF.	COMPANY								
FCT000905-02	01/24/2019	American Sentinel Insurance Company								
NAMED INSURED	•	AUTHORIZED REPRESENTATIVE								
Diallo LLC		First Capital - AWIS, LLC								
COVERAGE PARTS AFFEC	CTED									
Motor Carrier Liability										
	CHANGES	5								
It is hereby agreed and und	erstood that the policy has been am	ended as follows:								
	• •									
In consideration of \$1,012 r surcharge.	eturn premium, Kitaka Yacoub Brade	dock (D.O.B. 1973-05-10) is removed as a driver with a								
Annual Surcharge Applied:	\$1,068									
\$1,068 x 0.948 prorata = \$1	,012 return premium									
_										
	TOTAL PRORATED PREMIUM									
	\$1,012 return p	remium								

Authorized Representative Signature

All other terms and conditions remain unchanged.

Policy Change Number #5

POLICY NUMBER	POLICY CHANGES EFF.	COMPANY									
FCT000905-02	03/15/2019	American Sentinel Insurance Company									
NAMED INSURED		AUTHORIZED REPRESENTATIVE									
Diallo LLC First Capital - AWIS, LLC											
COVERAGE PARTS AFFEC	COVERAGE PARTS AFFECTED										
Motor Carrier Liability											
	CHANGES										
It is hereby agreed and unde	erstood that the policy has been amend	ded as follows:									
In consideration of \$0 addition	onal premium, the following driver:										
Ryan Anthony Hannah (D.O	.B. 01/06/1990)										
is excluded per the attached	Named Driver Exclusion form (STP00	12 1016)									
_											
	TOTAL PRORATED PREMIUM No change in premium										
L	Two change in pre	mium									
All other terms and conditions remain unchanged.											

Authorized Representative Signature

AMERICAN SENTINEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

NAMED DRIVER EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Business Auto Coverage Form Garage Coverage Form Truckers Coverage Form Motor Carrier Coverage Form
Name of Excluded Driver: Ryan Anthony Hannah (dob: 01/06/1990)
We will not pay for any claim arising from an "accident" or "loss" which occurs while a covered "auto" being driven, either with or without your permissions, by the person listed above as an Excluded Drive
None of the coverages provided by the policy apply to any injury, "loss" or damage sustained by ar "insured" or any other person or organization because of the "accident" when the Excluded Drive named above is involved in an "accident" while operating a covered "auto". If we should be obligated pay for any "loss" incurred while the Excluded Driver is operating a covered "auto" in order to comp with a compulsory insurance, financial responsibility or no fault law, you agree to reimburse us for a such payments and expense.
You also agree that this endorsement will serve as a rejection of uninsured/underinsured motori coverage and personal injury protection coverage while a covered "auto" or any other motor vehicle operated by the Excluded Driver.

Accepted by: _____ Title _____ Date: _____ (Signature of First Named Insured or officer or partner of the First Named Insured)

March 24, 2021 3:12 PM

Summary for Claim #: ASI-0001765

Page 1

Claim Information

Claimant: Diallo LLC LOB: Commercial Auto

Company: AMERICAN SENTINEL INSURANCE... Category: Reserved Handler: 03/24/2021 Galaz, Christina Received Date: Client Claim #: Reported Date: 03/24/2021 **Client Contact:** Loss Date: 12/12/2019 Bill to Client: Date Entered: 03/24/2021

Loss Causation: All Other/Misc - Liability Status: Open

Accident Location: Closed Date:

Claim Type: Auto Liability - Bodily Injury Closure Method: Claim Status: Reopened Date: Benefit State: Catastrophe Flag: Ν Lost Time?: No OSHA?: No Catastrophe #: 0.00

Company Information

Client (Tier1): AMERICAN SENTINEL INSURANCE COMPANY

Policy Information

Policy Number: FCT000905-02 Effective Date: 01/05/2019 Policy Holder: Diallo LLC **Expiration Date:** 01/05/2020

Party Information

Diallo LLC (Insured)

Diallo LLC Status: Name: Open

Address: 11216 Thienes Ave **Closed Date:**

Reopened Date:

In Litigation: S El Monte, CA 91733 No In Subrogation:

SSN: Home Phone:

Sex:

Work Phone: 2134015931 Marital Status: Unknown

Other Phone: Date of Birth: **Email Address:** Age: Occupation: **Body Part:** Department: Injury: 0.00 Class Code: # of Dependents: Driver's License: Vehicle Passenger: No

License State: Assc. Property: 2013 Peterbilt/8000

Vehicle Driver: No Vehicle Owner:

Accident Description: Injury Description:

Diallo Bocar (Insured)

Diallo Bocar Status: Open Name:

Closed Date: Address: 11216 Thinenes Ave

Reopened Date:

S El Monte, CA 91733 In Litigation: Nο

SSN: In Subrogation: No March 24, 2021 3:12 PM

Summary for Claim #: ASI-0001765

Page 2

Home Phone: Sex:

Work Phone: 2134015931 Marital Status: Unknown 04/11/2023 Other Phone: Date of Birth:

Email Address: -4.00 Age: Occupation: **Body Part:**

Department: Injury: Class Code: # of Dependents: 0.00

License State: Assc. Property: 2013 Peterbilt/8000

Vehicle Driver: Vehicle Owner:

Accident Description: Injury Description:

Driver's License: F2861235

SSN:

Jose Castillo (Claimant)

Jose Castillo Status: Name: Open

Address: 3468 N Hope St **Closed Date:**

Reopened Date:

Vehicle Passenger:

No

Philadelphia, PA 19140 In Litigation: No In Subrogation: No

2678823665 Home Phone: Sex:

Work Phone: Marital Status: Unknown Other Phone: Date of Birth: 02/22/1964 **Email Address:** Age: 55.00

Occupation: **Body Part:** Department: Injury: Class Code: # of Dependents: 0.00 Driver's License: 30066161 Vehicle Passenger: No

License State: Assc. Property: 1992 Chevrolet/GMC/S10 Pickup

Vehicle Driver: Vehicle Owner: Yes

Accident Description:

Injury Description:

Property Information

Diallo LLC Property

Vehicle Owner: Diallo LLC 1XP4D49X8DD190785 VIN:

Vehicle Type: 2013 Year: Vehicle Unit #: Peterbilt Make: State: 8000 CA Model: Plate #: XP09598 Police Dept.:

Equipment: Tickets: **Contact Name:** Damage: **Accident Location: Contact Phone:** Address: Contact Fax:

Jose Castillo Property

Vehicle Owner: Jose Castillo VIN: 1GCCS14Z3ZN8128229

1992 Vehicle Type: Year:

Vehicle Unit #: Make: Chevrolet/GMC March 24, 2021 Page 3 Summary for Claim #: ASI-0001765

State: PA Model: S10 Pickup

Plate #: ZKZ6148 Police Dept.:

Equipment: Tickets:

Damage: Contact Name:

Accident Location: Contact Phone:

Address: Contact Fax:

,

Activity Date: 03/24/2021

Claim - Add

DIARY: FOR Galaz, Christina TYPE: New Claim Received STATUS: Open

You have been assigned a new claim.

DIARY: FOR DiPasqualucci , Chris TYPE: New Claim Received STATUS: Open

The adjuster has been assigned a new claim.

DIARY: FOR Galaz, Christina TYPE: New Transfer Claim STATUS: Worked

You have been assigned a new claim.

Activity Date: 04/01/2021

DIARY: FOR Galaz, Christina TYPE: 10 Day Initial Reserve STATUS: Open

Review Initial Reserves

Activity Date: 06/22/2021

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 09/20/2021

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 12/19/2021

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 03/19/2022

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 06/17/2022

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 09/15/2022

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 12/14/2022

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 03/14/2023

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

March 24, 2021 Summary for Claim #: ASI-0001765 Page 4 3:12 PM

Activity Date: 06/12/2023

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 09/10/2023

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

Activity Date: 12/09/2023

DIARY: FOR Galaz, Christina TYPE: 90 Day Status Report Due STATUS: Open

90 Day Status Report Due

nci		TX Numbe volves:	r: 201	19020683 	tality		01	Hit and Ru	n (Oomm	ercial V		• () State I	Police	L/06/22 Police Vehicle	() Loc	al Police	Veh	icle RE		ABLE CRASH	
Data		cy Name		O W	ork Z	one	<u> </u>	ATV	(l l					Case Cl	·-	eal Gov V	trol Z	one Ir		gation Date		
gency [Dispa	tch Time		Ar 0											Badge N 06183	Badge Number							
Police Agency Data	Appro	val Date			9:25	1113.				Reviewer SANJL		ESUS	 3					1	Reviewer Badge Number				
	Date of Crash Time of Crash Da						Day of the V				1	Desc	cription N										
	County PHILADELPHIA								Municipality PHILADELPHIA CITY														
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Crash Data		nation /LIGHT	•					-			Road S DRY	urface	Cond	litions									
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ne	Work NO	Zone	Work .	Zone Type	9								W	here in V	Nork Z	Zone							
Work Zone		d Limit	Workers P	resent Off	icer P	resent	W	ork Zone C		R	oad Clo			Work or		ılder	Intermitter		F	Flagger Control	Г	Other	
	i	Signing	HWAY					Land		Route Nu			L_lor Median Segment Number		per Tr	ravel Lanes	Speed I	Limit	þ	Orientation SOUTH			
Principal R		e Numbe	- Martines			***************************************				Street Na	reet Name St. Ending												
Rd. Prii	Route Signing					ROOSE'						er Tr	Travel Lanes Speed Lin		Limit								
cting F	Used Inters Cras	section	Street Na	ame					·								St. Ending						
ntersecting																ama Haa O	O-l						
Imark	rashes	imark 1	0001		Or N	Mile Po	st	Tenths								Ramp Use Only			Feet 00064 Or Miles Fenths				
m Lano	3lock C	Landı	Street Na	MED								treet Er	_		- Б				1 IVIIIC	vines Tent		Tenths	
Distance From Landmark	sed for Mid-Block Crashes	andmark 2	Route Nu		Or Mile Post			t Tenths Or		or Segment Ma		treet Er	nding		K	Ramp Use Only			di	The above entry is the distance from the Crash Scene to Landmark 1			
	12_1		Degrees	Minutes		1	Sec	conds		Decimal						Degrees	Minutes	s ,	Se	conds	T	Decimal	
GPS		itude: c Contro	40 Device	01		III	44	1		640		Longi		fic Contr	ol Fund	75 ctioning	06			2	-	790	
a TCD	TRA		SIGNAL		Lane	e Closu	ıre D	irection						FICE F		TIONING		RLY ated Time	e Clo	sed			
Lane	1	RTIALL	.Y		sc	HTU		Enviror		tal / Roa	dway	Poter	NC		c (F/5		30 -	60 MIN	•				
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E O	NO	INE		First Ha	rmfu	l Ever	nt ir	the Cras	sh							Most H	larmful E	vent in	the (Crash			
ormati	Unit Number Harmful Event Un 001 HIT UNIT 2									Unit 00	t Num)2			I Event JCK BY U	NIT 1								
Event Information	1		ne Factor CTION				Unit 00 °	1	SUD	Factor Dr DEN SL	NIWO.	G/ST	OPP	ING									
Ú				ntal/Roadv	way			Prime	e Facto	or Vehicle	Failure					Prime	Factor Ped	destrian A	ction				
	Road	Surface	Type									Specia	ial Jur	isdiction									

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Commonwealth of Pennsylvania Police Crash Report **AA-500S TX** 201902068354 Incident Number: O Local Police Vehicle REPORTABLE CRASH () State Police Vehicle (Regional Vehicle) Crash Involves: ⟨ Fatality () Commonwealth Vehicle { } Local Gov Vehicle () ATV Snowmobile ○ N/A ⟨⟩ Work Zone rype Unit Commercial Vehicle Jnit Number Yes Motor Vehicle in Transport 001 Telephone Number ров ast Name Suffix irst Name (213) 401-5931 **DIALLO** 04/11/1976 **BOCAR** State Zip Code Street Address City 11216 THINENES AVE **EL MONTE** CA 91733-0000 Expiration Date Owner/Driver icense Number _icense State Class Gender PRIVATE VEHICLE NOT OWNED/LEASED BY DRIVER 04/11/2023 MALE F2861235 CA Α Physical Condition Driver Presence APPARENTLY NORMAL DRIVER OPERATED VEHICLE Person Charged Violation 1 Person Charged Violation 2 Person Charged Violation 3 Person Charged Violation 4 Alcohol Test Results Alcohol/Drugs Suspected Icohol Test Type **TEST NOT GIVEN** NO Drug Test Type Drug Test Results NONE Driver Action SUDDEN SLOWING/STOPPING Pedestrian Clothing Pedestrian Location Pedestrian Signals Pedestrian Action Most Harmful Utility Pole Number 1st Harmful Event Left or Right Side YES **HIT UNIT 2** Most Harmful Utility Pole Number eft or Right Side and Harmful Event Most Harmful Utility Pole Number _eft or Right Side 3rd Harmful Event Utility Pole Number Most Harmful 4th Harmful Event Left or Right Side Suffix Owner Last Name or Business Name Owner MI Owner First Name DIALLO INC Zip Code Telephone Number State Street Address CA 91733000 (213) 401-5931 **EL MONTE** 11216 THINENES AVE Government Equipment Number Special Usage /ehicle Automation Vehicle Type **NOT APPLICABLE** NO AUTOMATION LARGE TRUCK Vehicle Color VIN Vehicle Model Vehicle Make Model Year RED 1XP4D49X8DD190785 **PRTB** 2013 **PETERBILT** Vehicle Towed Towed By icense Plate Reg. State Est. Speed NO 999 XP09598 CA Policy Number Expiration Date nsurance Company Insurance FCT00905002 YES **ROYAL INS SERVICES** nitial Impact Point Vehicle Movement Direction of Travel Vehicle Position 12 O'CLOCK LEFT OF TRAFFICWAY **GOING STRAIGHT** SOUTH Possible Vehicle Failures Vehicle Information Road Alignment amage Indicator Gradient NONE **STRAIGHT FUNCTIONA** LEVEL Tag State Tag Year Tag Number # of Units Type Unit 1 2020 CA SEMI-TRAILER 4LJ6803 Unit Owner Jnit Make Units SOUTH WEST ASSETS MGMT WABASH NATIONAL Tag Year Tag State Гуре Unit 2 Tag Number Frailing Unit Owner Unit Make Driver Education? Trailer? Saddle Bag/Trunk? Engine Size Passenger? Motorcycle Over Ankle Boots? Long Sleeves? ong Pants? Helmet Stayed On? DOT/Snell Designation? Eye Protection? Driver Helmet Type Over Ankle Boots? Eye Protection? Long Sleeves? .ong Pants? Helmet Stayed On? DOT/Snell Designation? Passenger Helmet Type Rear Reflectors? Head Lights? Helmet? Passenger?

Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 133 of 136 PAGE 3 Commonwealth of Pennsylvania Police Crash Report 201902068354 Incident Number: O Local Police Vehicle REPORTABLE CRASH (R) Commercial Vehicle ⟨ } State Police Vehicle Crash Involves: () DUI Fatality () Local Gov Vehicle () ATV Commonwealth Vehicle ○ N/A () Work Zone Snowmobile Commercial Vehicle Jnit Number rype Unit No 002 Motor Vehicle in Transport ast Name Suffix ров Telephone Number First Name (267) 882-3556 02/22/1964 **CASTILLO JOSE** Zip Code Street Address State **PHILADELPHIA** PA 19140 **3468 N HOPE ST** icense Number License State Class Expiration Date Owner/Driver Gender PRIVATE VEHICLE OWNED/LEASED BY DRIVER MALE 30066161 РΔ С Driver Presence Physical Condition DRIVER OPERATED VEHICLE Person Charged Violation 1 Person Charged Violation 2 Person Charged /iolation 3 Person Charged /iolation 4 Alcohol Test Results Alcohol/Drugs Suspected Alcohol Test Type **TEST NOT GIVEN** NO Drug Test Type Drug Test Results Driver Action SUDDEN SLOWING/STOPPING Pedestrian Clothing Pedestrian Location Pedestrian Signals Pedestrian Action Most Harmful Utility Pole Number 1st Harmful Event eft or Right Side YES STRUCK BY UNIT 1 Jtility Pole Number Most Harmful eft or Right Side 2nd Harmful Event Most Harmful Jtility Pole Number Left or Right Side 3rd Harmful Event Jtility Pole Number Most Harmful eft or Right Side 4th Harmful Event Suffix Owner Last Name or Business Name Owner MI Owner First Name **JOSE CASTILLO** Telephone Number State Zip Code City Street Address PΑ 19140 (267) 882-3556 3468 N HOPE ST **PHILADELPHIA** Government Equipment Number Special Usage /ehicle Automation Vehicle Type NO AUTOMATION **NOT APPLICABLE AUTOMOBILE** Vehicle Model Vehicle Color Vehicle Make Model Year RED 1GCCS14Z3N8128229 S10 CHEVROLET 1992 Vehicle Towed Towed By icense Plate Reg. State Est. Speed YES ROTAIONAL TOWER OTHORDOX 999 ZKZ6148 PΑ Expiration Date Policy Number nsurance Insurance Company UNKNOWN nitial Impact Point Direction of Travel Vehicle Position Vehicle Movement 2 O'CLOCK RIGHT OF TRAFFICWAY **GOING STRAIGHT** WEST Road Alignment Possible Vehicle Failures Damage Indicator Gradient **STRAIGHT** NONE DISABLING LEVEL Tag State Tag Year # of Units ag Number Type Unit 1 Unit Owner Unit Make Trailing Units Tag Year Tag State Tag Number Type Unit 2 Unit Owner Unit Make Driver Education? Trailer? Saddle Bag/Trunk? Passenger? Engine Size Motorcycle ong Pants? ong Sleeves? Over Ankle Boots? DOT/Snell Designation? Eye Protection? Helmet Stayed On? Driver Helmet Type ong Sleeves? ong Pants? Over Ankle Boots? DOT/Snell Designation? Eye Protection? Passenger Helmet Type Helmet Stayed On? Rear Reflectors? Head Lights? Passenger? Helmet?

AA-500S TX

Incident Number: 201902068354 Crash Involves: DUI Fatality NI/A Work Zone ATV Snowmobile Commercial Vehicle Commonwealth Vehicle Local Gov Vehicle Unit Number Number of Axles DIALLO LLC Street Address 1 SEL MONTE Cargo Body Type VAN / ENCLOSED BOX TRACTOR / SEMI-TRAILER(S) Vehicle Configuration TRACTOR / SEMI-TRAILER(S) Release Indicator 2	Zip Code 91733 GVWR 080000 Materials						
1 05 DIALLO LLC (213) 401-5931 Street Address City State CA 11216 THIENES AVE SEL MONTE CA Vehicle Configuration TRACTOR (SEM TRAIL ER(S))	91733 GVWR 080000						
11216 THIENES AVE S EL MONTE CA Cago Body Type Vehicle Configuration TRACTOR (SEM TRAIL ER(S)	91733 GVWR 080000						
© WANTENCLOSED BOY TRACTOR (SEMI TRAIL ED(S)	080000						
Oversize Load NO USDOT Number ICC Number PUC Number Hazardous NO	Materials						
HazMat Class 1 Release Indicator 1	Release Indicator 1						
HazMat Class 2 Release Indicator 2	Release Indicator 2						
HazMat Class 3 Release Indicator 3	Release Indicator 3						
HazMat Class 4 Release Indicator 4	Release Indicator 4						
Unit # Person No. First Name MI Last Name Suffix 001 001 BOCAR DIALLO	DOB 04/11/1976						
Street Address City State 11216 THINENES AVE EL MONTE CA	Zip Code 91733-0000						
Phone Number EMS Transport Person Type Gender (213) 401-5931 NO DRIVER MALE							
Phone Number (213) 401-5931 EMS Agency PHILADELPHIA FIRE DEPT Injury Severity NOT INJURED Person Type DRIVER Medical Facility NONE Medical Facility NONE	· ·						
Injury Severity NOT INJURED							
Seat Position Safety Equipment 1 DRIVER - ALL VEHICLES LAP AND SHOULDER BELT USED	• • •						
Safety Equipment 2 Extrication NONE USED / NOT APPLICABLE NOT APPLICABLE							
Ejection Path NOT APPLICABLE NOT EJECTED/NOT APPLICABLE							
Unit # Person No. First Name MI Last Name Suffix 002 002 JOSE CASTILLO	ров 02/22/1964						
Street Address 3468 N HOPE ST City PHILADELPHIA PA	Zip Code 19140						
Phone Number (267) 882-3556 Phone Number (267) 882-3556 Person Type DRIVER Medical Facility PHILADELPHIA FIRE DEPT Injury Severity SUSPECTED MINOR INJURY	· · · · · · · · · · · · · · · · · · ·						
njury Severity SUSPECTED MINOR INJURY							
Seat Position Safety Equipment 1 UNKNOWN							
Safety Equipment 2 Extrication NONE USED / NOT APPLICABLE NOT APPLICABLE							
Ejection Ejection Path NOT APPLICABLE NOT EJECTED/NOT APPLICABLE							
First Name MI Last Name Suffix Phone Nur 2 JOSE INGRAM (215) 82							
	Zip Code 19132						

AA-500S TX ncident Numbe	2010	Case 2:22-cv-00033-PBT Document 1-1 Filed 01/06/22 Page 135 01/13@AGE 6 Commonwealth of Pennsylvania Police Crash Report							
crash involves:		⊖ Fatality ⊖ Work Zone	○ Hit and Run ○ ATV	Commercial Vehicle Snowmobile	○ State Police Vehicle ○ Commonwealth Vehicle	○ Local Police Vehicle ○ Local Gov Vehicle	REPORTABLE CRASH		
Diagram	·								
HIS DIRECT	UNIT#1 ION AN ANSPO	ID UNIT #2 W	AS W/B ON T ISTEIN HOSP	OWER BLVD WHEN	DRIVE LEFT LANE STAN CONTACT WAS MAI	DE AT INTERSECTION	ON. DRIVER OF		
HIS DIRECT	TION AN ANSPO	ID UNIT #2 W	'AS W/B ON T ISTEIN HOSP	OWER BLVD WHEN	DRIVE LEFT LANE STAN CONTACT WAS MAIN AND TREATED BY DR	DE AT INTERSECTION	ON. DRIVER OF		